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134 Meeting Street
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January 21, 2000

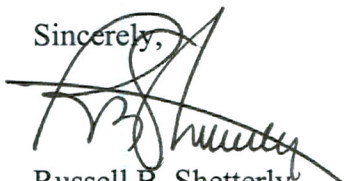
S. C. PUBLIC SERVICE COMMISSION
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UTILITIES DEPARTMENT

The Honorable Gary E. Walsh
South Carolina Public Service Commission
Post Office Drawer 11649
Columbia, South Carolina 29211

Dear Mr. Walsh:

Enclosed is the original and twenty-five copies of e.spire's request for arbitration of an interconnection agreement with BellSouth Telecommunications, Incorporated.

Sincerely,


Russell B. Shetterly

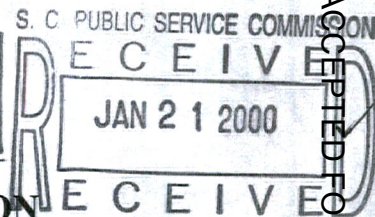
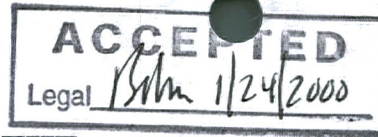
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Enclosures

cc: Parties of Record w/enc.

ACCEPTED FOR PROCESSING - 2019 November 25 11:19 AM - SCPSC - 2000-40-C - Page 1 of 189

POSTED
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BEFORE THE
SOUTH CAROLINA PUBLIC SERVICE COMMISSION

In the Matter of)
)
Petition by e.spire Communications, Inc.,)
On Behalf of Itself and its Operating)
Subsidiaries in South Carolina, for Arbitration)
of an Interconnection Agreement with BellSouth)
Telecommunications, Inc. Pursuant to)
Section 252(b) of the Communications Act of)
~~1934, as Amended.~~)
1996,)

Docket No. 00-0040-e



VERIFIED PETITION FOR ARBITRATION

e.spire Communications, Inc. and its operating subsidiaries in South Carolina¹
(collectively, "e.spire"), pursuant to Section 252(b) of the Communications Act of 1934, as
amended (the "Communications Act"), hereby file this Verified Petition for Arbitration (the
"Petition") seeking resolution of certain issues arising between e.spire and BellSouth
Telecommunications, Inc. ("BellSouth") in the negotiation of an interconnection agreement. In
support of this petition, e.spire states as follows:

¹ These subsidiaries are American Communication Services of Charleston, Inc., American Communication Services of Columbia, Inc., American Communication Services of Greenville, Inc., American Communication Services of Spartanburg, Inc., ACSI Local Switched Services, Inc., and ACSI Network Technologies, Inc.

I. DESIGNATED CONTACTS

1. All communications and submissions in this proceeding, including but not limited to, correspondence, notices, inquiries, and orders, should be served upon the following designated contacts for e.spire:

Russell B. Shetterly
HAYNSWORTH, MARION, MCKAY & GUERARD
1201 Main Street, Suite 2400
Columbia, SC 29201
(803) 765-1818
(803) 376-3064 (facsimile)

with a copy to:

Brad E. Mutschelknaus
Enrico C. Soriano
John Heitmann
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W., Fifth Floor
Washington, D.C. 20036
(202) 955-9600
(202) 955-9792 (facsimile)

and to:

Riley M. Murphy
James M. Falvey
E.SPIRE COMMUNICATIONS, INC.
133 National Business Parkway
Suite 200
Annapolis Junction, Maryland 20701
(301) 617-4200
(301) 361-4279 (facsimile)

2. BellSouth's General Counsel in South Carolina is:

Caroline N. Watson
BELLSOUTH TELECOMMUNICATIONS, INC.
Suite 821
1600 Hampton Street
Columbia, SC 29201
(803) 748-8700

(803) 254-1731 (facsimile)

The lead negotiating attorney at BellSouth is:

Parkey Jordan
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Atlanta, GA 30375

II. STATEMENT OF FACTS

3. e.spire Communications, Inc. is a publicly traded Delaware corporation, having its principal place of business at 133 National Business Parkway, Suite 200, Annapolis Junction, Maryland 20701. e.spire Communications, Inc., through its operating subsidiaries, provides or is authorized to provide competitive circuit-switched local exchange and exchange access services in 32 markets in 20 states, and packet-switched and interexchange services virtually nationwide.

4. BellSouth is an incumbent local exchange carrier ("ILEC") in South Carolina, as defined by the Communications Act. *See* 47 U.S.C. § 252(h). Within its operating territory, BellSouth has, at relevant times, been a monopoly provider of telephone exchange service.

5. Pursuant to the Communications Act, BellSouth is required to provide to requesting telecommunications carriers, through negotiation or otherwise, interconnection, access to unbundled network elements ("UNEs"), collocation, number portability, dialing parity, access to rights-of-way, reciprocal compensation, and resale, among other things. *See* 47 U.S.C. §§ 251(b)-(c). The terms and conditions of interconnection must comply with the provisions of Sections 251 and 252 of the Communications Act. *See* 47 U.S.C. § 251(c). Section 252(d) governs the pricing of UNEs, interconnection, reciprocal compensation, and resale services.

6. On July 25, 1996, BellSouth and e.spire entered into an interconnection agreement (the "Interconnection Agreement"). This Commission subsequently approved the Interconnection Agreement. The Interconnection Agreement was for an initial term of two years but subsequently was extended by BellSouth and e.spire until December 31, 1999. BellSouth and e.spire have agreed to continue to operate pursuant to the terms of the Interconnection Agreement until such time as a new interconnection agreement is approved. The new interconnection agreement will be retroactive to January 1, 2000.

7. In anticipation of the expiration of the Interconnection Agreement and pursuant to the terms of the Interconnection Agreement, BellSouth provided to e.spire a request for negotiation of a new interconnection agreement. Attached to that request was a copy of the proposed BellSouth boilerplate interconnection agreement from which the parties would commence interconnection negotiations. By agreement of both BellSouth and e.spire, the negotiations were deemed to have commenced on August 17, 1999, resulting in a state commission arbitration window opening on December 30, 1999, and closing on January 24, 2000. A copy of the letter memorializing this agreement is attached hereto and incorporated herein by reference as *Exhibit 1*.

8. Subsequent to e.spire's receipt of BellSouth's request for negotiation, e.spire and BellSouth held numerous meetings, both in person and by telephone, to discuss the rates, terms and conditions pursuant to which BellSouth would provide to e.spire interconnection, access to UNEs, and collocation, among other things. As a result of these good faith negotiations, BellSouth and e.spire reached agreement on many of the issues raised. However, BellSouth and e.spire did not reach agreement on a number of other issues. Consequently, e.spire is filing the

instant Petition pursuant to Section 252 of the Communications Act to address the issues that remain unresolved.

III. JURISDICTION AND APPLICABLE LAW

9. Under the Communications Act, parties to an interconnection negotiation have the right to petition the relevant state commission for arbitration of any open issue whenever negotiations between them fail to yield an agreement. *See* 47 U.S.C. § 252(b). Either party may seek arbitration during the period between the 135th day and the 160th day, inclusive, after the date the ILEC received the request for negotiation. *Id.*

10. Because BellSouth and e.spire have agreed that the request for negotiation was initiated on August 17, 1999, the statutory arbitration window opened on December 30, 1999, and closes on January 24, 2000. Accordingly, this Petition is timely filed. Section 252(b)(4)(C) of the Communications Act requires that the Commission conclude the resolution of any unresolved issues within nine (9) months after the request for interconnection negotiation was initiated. 47 U.S.C. § 252(b)(4)(C). Consequently, unless the parties waive the deadline, the Commission must conclude this arbitration no later than May 17, 2000.

11. The Federal Communications Commission (the “FCC”) established the appropriate standard for arbitration under Sections 251 and 252 of the Communications Act in *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order (rel. Aug. 8, 1996) (*Local Competition Order*). Pursuant to the *Local Competition Order*, the Commission must do the following in an arbitration: (1) ensure resolution and conditions satisfying Section 251 of the Communications Act, including the regulations promulgated by the FCC; and (2) establish rates for interconnection and UNEs according to Section 252(d) of the Communications Act.

12. The Commission must make an affirmative determination that the rates, terms and conditions that it prescribes in this arbitration proceeding for interconnection are consistent with the requirements of Sections 251(b)-(c) and Section 252(c) of the Communications Act. Notably, Section 251(c)(3) of the Communications Act, which requires that an implementation schedule be prescribed, is inapplicable because e.spire and BellSouth already have implemented interconnection pursuant to their existing Interconnection Agreement.

13. Section 251(b) of the Communications Act, 47 U.S.C. § 251(b), states that each local exchange carrier has the following duties:

- (1) the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications service;
- (2) the duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the FCC;
- (3) the duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays;
- (4) the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier to competing providers of telecommunications services on rates, terms, and conditions that are consistent with Section 224 of the Act; and
- (5) the duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications.

14. Section 251(c) of the Communications Act states that each incumbent local exchange carrier, such as BellSouth, has the following additional duties:

- (1) the duty to negotiate in good faith;
- (2) the duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network for the transmission and routing of telephone exchange service and exchange access at any technically feasible point within the

carrier's network that is at least equal in quality to that provided by the local exchange carrier to itself, or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory;

- (3) the duty to provide, to any requesting telecommunications carrier, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory and in such a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service;
- (4) the duty to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers and not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on the resale of such services;
- (5) the duty to provide reasonable public notice of changes in the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks; and
- (6) the duty to provide, on rates, terms and conditions that are just, reasonable and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier, except that virtual collocation may be provided if the local exchange carrier demonstrates to the State commission that physical collocation is not practical for technical reasons or because of space limitations.

15. Section 252(d) of the Communications Act sets forth the applicable pricing standards for interconnection and network element charges as well as for transport and termination of traffic. Section 252(d)(1) of the Communications Act states, in pertinent part, that "determinations by a State commission of the just and reasonable rate for the interconnection of facilities and equipment . . . and the just and reasonable rate for network elements . . . shall be (i) based on the cost (determined by reference to a rate-of-return or other rate-based proceeding) of providing the interconnection or network element (whichever is applicable), and (ii) nondiscriminatory, and [(iii)] may include a reasonable profit." 47 U.S.C. § 252(d)(1). Section

252(d)(2) further states in pertinent part that “a State commission shall not consider the terms and conditions for reciprocal compensation [for transport and termination] to be just and reasonable unless (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier’s network facilities of calls that originate on the network facilities of another carrier; and (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls.” 47 U.S.C. § 252(d)(2).

IV. ARBITRATION ISSUES AND POSITIONS OF THE PARTIES

16. The unresolved issues between e.spire and BellSouth, and BellSouth’s and e.spire’s respective positions as to each unresolved issue, are detailed below (see also e.spire’s proposed issues matrix, which is attached hereto and incorporated herein by reference as *Exhibit 2*). Due to the imminent close of the statutorily prescribed arbitration window, e.spire is compelled to seek arbitration of a number of issues which remain under discussion between BellSouth and e.spire. e.spire remains hopeful that some or all of these issues will be resolved prior to hearing, either through continued negotiations or Commission mediation. Attached hereto and incorporated herein by reference as *Exhibit 3* is a “dummy” interconnection agreement which highlights the remaining unresolved issues between the parties.

General Terms and Conditions = Part A

*Issue 1 [GT&C § 18; GT&C Part B, § 1.64; Att. 9]:
Should BellSouth be required to pay liquidated damages for failure to (i) meet provisioning intervals prescribed in the agreement for UNEs, and (ii) provide service at parity as measured by the specified performance metrics?*

e.spire's Position:

Yes. Performance measures are an invaluable tool for e.spire because they make it possible for e.spire to identify failures by BellSouth to meet its obligations under the interconnection agreement. However, performance measures have little meaning if they identify breaches but do not provide a mechanism for curing such breaches. In e.spire's experience over the past two years, the lack of an immediate adverse consequence for a failure to perform encourages BellSouth nonperformance. In addition, seeking judicial or regulatory resolution of such breaches is impractical. Having to litigate such failures to perform time and again is time consuming and costly. Moreover, it constitutes a poor use of scarce resources. Accordingly, any failure on the part of BellSouth to meet or otherwise comply with the provisioning intervals prescribed in the interconnection agreement for UNEs, resale services, frame relay interconnection, and interconnection trunks, or to provide service at parity to e.spire as measured by the performance measurements set forth in the interconnection agreement should constitute a specified breach which will trigger the automatic payment by BellSouth of liquidated damages to e.spire. e.spire has proposed to BellSouth that the parties incorporate into the interconnection agreement

the system of self-executing remedies adopted by the Texas PUC for application to SWBT/SBC.

BellSouth's Position:

No. BellSouth maintains that there should be no self-executing remedies for breach of specified performance standards.

Issue 2 [Att. 1 § 34.4, Att. 3 § 6.6.2]: Should FCC and Commission orders which are "effective" or "final and non-appealable" be incorporated into the agreement?

e.spire's Position:

The agreement should be reformed when changes in applicable law become "effective."

BellSouth's Position:

The agreement should be reformed when changes in applicable law become "final and non-appealable."

Issue 3 [§ 49]: Should a "fresh look" period be established which permits customers subject to BellSouth volume and term service contracts to switch to e.spire service without imposition of early termination penalties?

e.spire's Position:

Yes. Prior to the advent of competition, BellSouth was very successful in signing many end users to long-term contracts. Without a "fresh look" period, these customers are unable to switch to another carrier, without incurring significant penalties, to take advantage of competitive alternatives. Often, the termination penalties imposed are quite stiff. e.spire submits that customers should have the option of selecting a carrier other than BellSouth when such carriers enter the local telecommunications market.

Thus, a “fresh look” provision should be included in the interconnection agreement.

BellSouth’s Position: Unknown at this time.

Issue 4 [§ 50.2]: Should BellSouth provide intraLATA toll service to e.spire local exchange service customers on the same basis that it provides intraLATA toll services to all customers of BellSouth local exchange services?

e.spire’s Position: Yes. BellSouth must allow e.spire’s telephone exchange customers to select BellSouth as their intraLATA toll service provider, and BellSouth must provide this service in a nondiscriminatory manner.

BellSouth’s Position: No. BellSouth will not allow e.spire’s telephone exchange customers to presubscribe to BellSouth’s intraLATA toll unless they also subscribe to BellSouth’s telephone exchange service.

General Terms and Conditions – Part B

Issue 1 [GT&C § 18; GT&C Part B, § 1.64; Att. 9]: Should BellSouth be required to pay liquidated damages for failure to (i) meet provisioning intervals prescribed in the agreement for UNEs, and (ii) provide service at parity as measured by the specified performance metrics?

e.spire’s Position: Yes. Performance measures are an invaluable tool for e.spire because they make it possible for e.spire to identify failures by BellSouth to meet its obligations under the interconnection agreement. However, performance measures have little meaning if they identify breaches but

do not provide a mechanism for curing such breaches. In e.spire's experience over the past two years, the lack of an immediate adverse consequence for a failure to perform encourages BellSouth nonperformance. In addition, seeking judicial or regulatory resolution of such breaches is impractical. Having to litigate such failures to perform time and again is time consuming and costly. Moreover, it constitutes a poor use of scarce resources. Accordingly, any failure on the part of BellSouth to meet or otherwise comply with the provisioning intervals prescribed in the interconnection agreement for UNEs, resale services, frame relay interconnection, and interconnection trunks, or to provide service at parity to e.spire as measured by the performance measurements set forth in the interconnection agreement should constitute a specified breach which will trigger the automatic payment by BellSouth of liquidated damages to e.spire. e.spire has proposed to BellSouth that the parties incorporate into the interconnection agreement the system of self-executing remedies adopted by the Texas PUC for application to SWBT/SBC.

BellSouth's Position:

No. BellSouth maintains that there should be no self-executing remedies for breach of specified performance standards.

Issue 5 [Att. 1 §§ 1.69, 1.92, 1.99, 1.100; Att. 3 §§ 6.1.1, 6.1.2, 6.1.3, 6.10]: Should the definition of “local traffic” include dial-up calling to modems and servers of Internet Service Providers (“ISPs”) located within the local calling area?

e.spire’s Position:

Yes. The definition of “local traffic” should include dial-up calls to ISP servers and modems located within the local calling area. Because ISP-bound calls constitute “local traffic,” they are subject to reciprocal compensation.

BellSouth’s Position:

No. BellSouth maintains that calls to ISPs are not local calls to which reciprocal compensation should apply.

Issue 6 [Att. 1§ 1.111; Att. 3 § 6.8.1]: Should the definition of “Switched Exchange Access Service” and “Switched Access Traffic” include Voice-over-Internet Protocol (“VOIP”) transmissions?

e.spire’s Position:

No. The FCC has previously ruled that enhanced service providers, including ISPs, are end-users for purposes of access charges and are, therefore, exempt from them. VOIP transmissions which are carried by ISPs fall within this exemption. Consequently, VOIP transmissions should not be included within the definition of “Switched Exchange Access Service” or “Switched Access Traffic.”

BellSouth’s Position:

BellSouth proposes that the definition of “Switched Exchange Access Service” and “Switched Access Traffic” include IP telephony.

Issue 7 [§ 1.113]: Should e.spire’s local switch be classified as both a tandem and end office switch for purposes of billing reciprocal compensation?

e.spire's Position:

Yes. e.spire's local switch provides the same coverage as BellSouth's end office and tandem switches provide in combination. Thus, e.spire's local switch should be defined in a manner that recognizes its overall functionality.

BellSouth's Position:

No. BellSouth maintains that e.spire's local switch should be classified exclusively as an end office switch regardless of its overall functionality.

Attachment 1 – Resale

*Issue 8 [Att. 1 Exh. A; Att. 2 § 17.2; Att. 3 § 8; Att. 5 § 5]:
Should BellSouth be required to lower rates for manual submission of orders, or, alternatively, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts?*

e.spire's Position:

Yes. BellSouth should lower the rates it charges for manual submission of orders. As an alternative, however, BellSouth should revise its "threshold billing plan" to take into account e.spire's transition to electronic order submission, as well as to exclude from computation those services for which electronic interfaces are not available.

BellSouth's Position:

BellSouth opposes revisions to its threshold billing plan.

Attachment 2 – Network Elements

Issue 9 [§ 1.8]: Should BellSouth be required to provide reasonable and nondiscriminatory access to unbundled network elements (“UNEs”) in accordance with all effective rules and decisions of the FCC and this Commission?

e.spire’s Position: Yes. Pursuant to Sections 251 and 252 of the Communications Act, BellSouth is required to provide reasonable and nondiscriminatory access to UNEs, in accordance with all effective rules and decisions issued by the FCC and this Commission.

BellSouth’s Position: Unknown at this time.

Issue 10 [§ 1.9]: Should BellSouth be required to provide e.spire with access to existing combinations of UNEs in BellSouth’s network at UNE rates?

e.spire’s Position: Yes. Consistent with FCC Rule 51.315(b) and the FCC’s *UNE Remand Order*, BellSouth is required to provide e.spire with access to existing combinations of UNEs in BellSouth’s network at UNE rates.

BellSouth’s Position: Unknown at this time.

Issue 11 [§ 1.10]: Should BellSouth be required to provide access to enhanced extended links (“EELs”) at UNE rates where the loop and transport elements are currently combined and purchased through BellSouth’s special access tariff?

e.spire’s Position: Yes. Pursuant to the FCC’s *UNE Remand Order*, the *UNE Remand Supplemental Order*, and FCC Rule 315(b), BellSouth is required to provide access to EELs at UNE

rates where the loop and transport elements are currently combined. This includes cases where the functions are purchased through BellSouth's special access tariff. In addition, upon request, BellSouth is obligated to convert special access circuits to EELs at UNE prices amounting to the sum of Commission-approved, cost-based rates for the individual UNEs, or such lower "combination" rate established by the Commission

BellSouth's Position: Unknown at this time.

Issue 12: If BellSouth provides access to EELs at UNE rates where the loop and transport elements are currently combined and purchased through BellSouth's special access tariff, should e.spire be entitled to utilize the access service request ("ASR") process to submit orders?

e.spire's Position: Yes, e.spire should be allowed to submit EEL orders (*i.e.*, conversion of special access circuits to EELs) via the ASR process.

BellSouth's Position: Unknown at this time.

Issue 13 [§ 1.10]: If e.spire submits orders for EELs, should BellSouth be required to make the resultant billing conversion within 10 days?

e.spire's Position: Yes. BellSouth should make the resultant billing conversion within 10 days of converting a special access circuit to an EEL.

BellSouth's Position: Unknown at this time.

Issue 14 [§ 1.10]: Should BellSouth be prohibited from imposing non-recurring charges other than a nominal service order fee for EEL conversions?

e.spire's Position: Yes. BellSouth should be prohibited from assessing unnecessary non-recurring charges, other than a nominal service order fee, for converting special access circuits to EELs.

BellSouth's Position: Unknown at this time.

Issue 15 [§ 2.2.1]: Should the parties utilize the FCC's most recent definition of "local loop" included in the UNE Remand Order?

e.spire's Position: Yes. The definition of "local loop" should reflect the definition in the FCC's *UNE Remand Order* and FCC Rule 51.319(a)(1).

BellSouth's Position: Unknown at this time.

Issue 16 [§ 2.5]: Should BellSouth be required to condition loops as necessary to provide advanced services in accordance with the FCC's UNE Remand Order?

e.spire's Position: Yes. Pursuant to the FCC's *UNE Remand Order* and FCC Rule 51.319(a)(3), BellSouth is required to condition loops, as requested by e.spire, whether or not BellSouth offers advanced services to the end user on that loop. BellSouth may recover the cost of line conditioning requested by e.spire through a nonrecurring charge set by the Commission in accordance with the FCC's forward-looking pricing principles promulgated pursuant to Section

252(d)(1) of the Communications Act and in compliance with FCC Rule 51.507(e). In addition, to the extent technically feasible, BellSouth should test and report trouble for all the features, functions, and capabilities of conditioned loops, and may not restrict testing to voice transmission only.

BellSouth's Position: Unknown at this time.

Issue 17 [§ 4.1.1]: Should the parties utilize the FCC's most recent definition of network interface device ("NID") included in the UNE Remand Order?

e.spire's Position: Yes. Pursuant to the *UNE Remand Order* and FCC Rule 51.319(b), the NID should be defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. Moreover, BellSouth must permit e.spire to connect its own loop facilities to on-premises wiring through BellSouth's NID, or at any other technically feasible point.

BellSouth's Position: Unknown at this time.

Issue 18 [§ 6]: Should BellSouth be required to offer subloop unbundling in accordance with the FCC's UNE Remand Order?

e.spire's Position: In accordance with the *UNE Remand Order* and FCC Rule 51.319(a), BellSouth must provide subloop unbundling and access to BellSouth-owned inside wiring. The terms

“subloop,” “accessible terminal,” and “inside wire” should mirror the definitions in the *UNE Remand Order*.

Moreover, BellSouth must abide by the requirements of FCC Rules 51.319(a)(2)(A) (governing inside wire access), 51.319(a)(2)(B) (governing technical feasibility), 51.319(a)(2)(C) (governing best practices), 51.319(a)(2)(D) (governing subloop access via collocation), 51.319(a)(2)(E) (governing the provision of single point of interconnection), 51.319(a)(1) (governing concentration of subloops), and 51.319(a)(2)(A) (governing access to unbundled network terminating wire (“UNTW”).

BellSouth’s Position: Unknown at this time.

Issue 19 [§ 7.1.1]: Should BellSouth be required to provide access to local circuit switching, local tandem switching and packet switching capabilities on an unbundled basis in accordance with the FCC’s UNE Remand Order?

e.spire’s Position: Yes. BellSouth should provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Communications Act, to local circuit switching and local tandem switching capabilities on an unbundled basis, except as set forth in FCC Rule 51.319(c)(1)(B), to e.spire for the provision of telecommunications service. In addition, BellSouth should provide nondiscriminatory access in accordance with FCC Rule 51.311 and Section

251(c)(3) of the Communications Act to packet switching capability on an unbundled basis to e.spire for the provision of telecommunications services as described in FCC Rule 51.319(c)(3)(B).

BellSouth's Position:

Unknown at this time.

Issue 20 [§§ 7.2, 7.3, 7.4, 7.7]: Should the parties utilize the definitions of local circuit switching, local tandem switching and packet switching included in the FCC's UNE Remand Order?

e.spire's Position:

Yes. The definitions of local circuit switching, local tandem switching, and packet switching should be consistent with the definitions in the *UNE Remand Order* and FCC Rule 51.319(c).

BellSouth's Position:

Unknown at this time.

Issue 21 [§ 8]: Should BellSouth be required to provide nondiscriminatory access to interoffice transport/transmission facilities in accordance with the terms of the FCC's UNE Remand Order?

e.spire's Position:

Yes. BellSouth must provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Communications Act, to interoffice transmission facilities/transport on an unbundled basis for the provision of telecommunications service. BellSouth's provisioning of same must be consistent with the *UNE Remand Order* and FCC Rule 319(d).

BellSouth's Position:

Unknown at this time.

Issue 22 [§ 8.1]: Should the parties utilize a definition of interoffice transport consistent with the usage in the FCC's UNE Remand Order, that includes dark fiber, DS1, DS3, OCn levels and shared transport?

e.spire's Position: Yes. The definition of interoffice transmission/transport must be consistent with the definition in the *UNE Remand Order* and FCC Rule 319(d), and should include dark fiber, DS1, DS3, OCn levels, and shared transport.

BellSouth's Position: Unknown at this time.

Issue 23 [§ 17.2]: Should BellSouth provide nondiscriminatory access to operations support systems ("OSS") and should the parties utilize a definition of OSS consistent with the FCC's UNE Remand Order?

e.spire's Position: Yes. BellSouth is required to provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Communications Act, to OSS on an unbundled basis. The definition of OSS must be consistent with the definition in the *UNE Remand Order* and FCC Rule 319(g).

BellSouth's Position: Unknown at this time.

Issue 8 [Att. 1, Exh. A; Att. 2, § 17.2; Att. 3 § 8; Att. 5 § 5]: Should BellSouth be required to lower rates for manual submission of orders, or, alternatively, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts?

e.spire's Position: Yes. BellSouth should lower the rates it charges for manual submission of orders. As an alternative, however,

BellSouth should revise its “threshold billing plan” to take into account e.spire’s transition to electronic order submission, as well as to exclude from computation those services for which electronic interfaces are not available.

BellSouth’s Position: BellSouth opposes revisions to its threshold billing plan.

Issue 24 [§ 8.4]: Should BellSouth be required to provide specific installation intervals in the agreement for EELs and each type of interoffice transport.

e.spire’s Position: BellSouth should have specific minimum installation intervals for provisioning EELs and interoffice transport UNEs.

BellSouth’s Position: Undetermined at this time.

Issue 25 [§ 2.1.2]: Should BellSouth be compelled to establish geographically-deaveraged rates for NRCs and recurring charges for all UNEs?

e.spire’s Position: Yes. Consistent with FCC Rule 51.507, BellSouth is required to geographically deaverage its recurring and non-recurring UNE rates.

BellSouth’s Position: Unknown at this time.

Issue 26 [§§1.8, 2.1.1]: Should BellSouth be required to establish TELRIC-based rates for the UNEs, including the new UNEs, required by the UNE Remand Order?

e.spire’s Position: Yes. Consistent with Section 252(d) of the Communications Act, BellSouth is required to establish TELRIC-based rates for the UNEs required by the FCC’s *UNE Remand Order*.

BellSouth's Position: Unknown at this time.

Attachment 3 – Network Interconnection

Issue 27 [§§ 1.2, 1.9 and 1.10.1]: Should both parties be allowed to establish their own local calling areas and assign numbers for local use anywhere within such areas, consistent with applicable law?

e.spire's Position: BellSouth and e.spire should be free to define their own local calling areas, subject to Commission approval where required. Both BellSouth and e.spire should be free to assign local numbers allocated for their use anywhere within their own defined local calling areas, provided that such number assignments are consistent with all generally applicable rules and regulations governing assignment of local telephone numbers.

BellSouth's Position: Unknown at this time.

Issue 28 [§§ 1.2; 1.9]: In the event that e.spire chooses multiple tandem access ("MTA"), must e.spire establish points of interconnection at all BellSouth access tandems where e.spire's NXX's are "homed"?

e.spire's Position: No. e.spire must have the freedom to configure its network and to assign NXXs in the most efficient manner possible, and to define local calling areas as it sees fit.

BellSouth's Position: Yes. e.spire must establish points of interconnection at all BellSouth access tandems where e.spire NXXs are "homed."

Issue 29 [§ 1.10.1]: Should language concerning local tandem interconnection be simplified to exclude, among other things, the requirement to designate a “home” local tandem for each assigned NPA/NXX and the requirement to establish points of interconnection to BellSouth access tandems within the LATA on which e.spire has NPA/NXXs “homed”?

e.spire’s Position:

Yes. The language concerning local tandem interconnection should be modified to eliminate unnecessary and unreasonable restrictions on how e.spire may configure its network and interconnect with BellSouth.

BellSouth’s Position:

No. BellSouth insists that in the event e.spire elects to interconnect at a BellSouth local tandem, and a specified local calling area is served by more than one BellSouth local tandem, e.spire must designate a “home” local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems.

Issue 7 [§ 1.9.3]: Should e.spire’s local switch be classified as both a tandem switch and end office switch for purposes of billing reciprocal compensation?

e.spire’s Position:

e.spire’s local switch provides the same coverage as BellSouth’s end office and tandem switches provide in combination. Thus, e.spire’s local switch should be defined in a manner that recognizes its overall functionality.

BellSouth's Position: BellSouth maintains that e.spire's local switch should be classified exclusively as an end office switch regardless of its overall functionality.

Issue 5 [Att. 1 §§ 1.69, 1.92, 1.99, 1.100; Att. 3 §§ 6.1.1, 6.1.2, 6.1.3, 6.10]: Should the definition of "local traffic" include dial-up calling to modems and servers of Internet Service Providers ("ISPs") located within the local calling area?

e.spire's Position: Yes. The definition of "local traffic" should include dial-up calls to ISP servers and modems located within the local calling area. Because ISP-bound calls constitute "local traffic," they are subject to reciprocal compensation.

BellSouth's Position: BellSouth maintains that calls to ISPs are not local calls to which reciprocal compensation should apply.

Issue 6 [Att. 1§ 1.111; Att. 3 § 6.8.1]: Should the definition of "Switched Exchange Access Service" and "Switched Access Traffic" include Voice-over-Internet Protocol ("VOIP") transmissions?

e.spire's Position: No. The FCC has previously ruled that enhanced service providers, including ISPs, are end-users for purposes of access charges and are, therefore, exempt from them. VOIP transmissions which are carried by ISPs fall within this exemption. Consequently, VOIP transmissions should not be included within the definition of "Switched Exchange Access Service" or "Switched Access Traffic."

BellSouth's Position:

BellSouth proposes that the definition of “Switched Exchange Access Service” and “Switched Access Traffic” include IP telephony.

Issue 30 [§§ 6.2, 6.3, 6.4]: Should CPN/PLU/PIU be the exclusive means used to identify the jurisdictional nature of traffic under the agreement?

e.spire's Position:

Yes. CPN/PLU/PIU are adequate to identify the jurisdictional nature of the parties' traffic.

BellSouth's Position:

CPN/PLU/PIU alone are insufficient mechanisms to identify BellSouth-originated traffic.

Issue 31 [§ 6.3]: Should all references to BellSouth's Standard Percent Local Use Reporting Platform be deleted?

e.spire's Position:

Yes. Unless BellSouth is able to provide e.spire with complete documentation explaining in detail its proposed methodology for calculating percent local use (“PLU”), any references to BellSouth's purported “Standard Percent Local Use Reporting Platform” (“PLURP”) should be deleted.

BellSouth's Position:

The parties should adopt BellSouth's PLURP.

Issue 2 [Att. 1§ 34.4, Att. 3 § 6.6.2]: Should FCC and Commission orders which are “effective” or “final and non-appealable” be incorporated into the agreement?

e.spire's Position:

The agreement should be reformed when changes in applicable law become “effective.”

BellSouth's Position: The agreement should be reformed when changes in applicable law become "final and non-appealable."

Issue 32 [§ 6.9]: Should specific language be included precluding IXCs from using "transit" arrangements to route traffic to e.spire?

e.spire's Position: It is not necessary to include a provision specifying the types of traffic that e.spire may accept using "transit" arrangements.

BellSouth's Position: Unknown at this time.

Issue 33 [§§ 7.5.5, 7.6, 7.8 and 7.9.1]: How should the parties compensate each other for interconnection of their respective frame relay networks?

e.spire's Position: The parties should be required to interconnect their packet-switched Frame Relay ("FR") networks at the same network architecture and rate structure applied to circuit-switched voice telecommunications because, as the FCC recently concluded, the Communications Act is technology-neutral. *See Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Memorandum Opinion and Order and Notice of Proposed Rulemaking, 13 Comm Reg (P&F) 1, ¶47 (rel. Aug. 7, 1998) ("For purposes of determining the interconnection obligation of carriers, the Act does not draw a regulatory distinction between voice and data services.") The same interconnection requirements and

related pricing standards apply to both traditional and advanced telecommunications services.

BellSouth's Position: Unknown at this time.

Issue 34 [§§ 7.5.5, 7.6, 7.8 and 7.9]: Should BellSouth's rates for frame relay interconnection be established at TELRIC?

e.spire's Position: The parties should be required to interconnect their packet-switched Frame Relay ("FR") networks at the same network architecture and rate structure applied to circuit-switched voice telecommunications because, as the FCC recently concluded, the Communications Act is technology-neutral. *See Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Memorandum Opinion and Order and Notice of Proposed Rulemaking, 13 Comm Reg (P&F) 1, ¶47 (rel. Aug. 7, 1998) ("For purposes of determining the interconnection obligation of carriers, the Act does not draw a regulatory distinction between voice and data services.") The same interconnection requirements and related pricing standards apply to both traditional and advanced telecommunications services.

BellSouth's Position: Unknown at this time.

Issue 35 [§ 2.7]: Should BellSouth be required to establish prescribed intervals for installation of interconnection trunks?

e.spire's Position: BellSouth should have specific installation intervals for interconnection trunks.

BellSouth's Position: Unknown at this time.

Issue 8 [Att. 1 Exh. A; Att. 2 § 17.2; Att. 3 § 8; Att. 5 § 5]: Should BellSouth be required to lower rates for manual submission of orders, or, alternatively, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts?

e.spire's Position: Yes. BellSouth should lower the rates it charges for manual submission of orders. As an alternative, however, BellSouth should revise its "threshold billing plan" to take into account e.spire's transition to electronic order submission, as well as to exclude from computation those services for which electronic interfaces are not available.

BellSouth's Position: BellSouth opposes revisions to its threshold billing plan.

Issue 36 [§2.3]: Should the charges and the terms and conditions set forth in e.spire's tariff govern the establishment of interconnecting trunk groups between BellSouth and e.spire?

e.spire's Position: Yes. In the event BellSouth purchases interconnection trunks from e.spire, the terms and conditions and the recurring and non-recurring charges set forth in e.spire's applicable tariff should apply.

BellSouth's Position: No. BellSouth's rates should apply in all instances.

Issue 37 [§2.3]: For two-way trunking, should the parties be compensated on a pro rata basis?

e.spire's Position:

Yes. For two-way trunking that carries the parties' local and intraLATA toll traffic, excluding transit traffic, the parties should be compensated for the recurring and non-recurring charges for trunks and DS1 facilities at the pro rata portion of the applicable contractual or tariff rates for the services provided by each party.

BellSouth's Position:

No. Trunking costs should be split evenly (*i.e.*, 50/50) between the parties..

Attachment 4 – Collocation

Issue 38 [§ 5.2]: Should e.spire be permitted the option of running copper entrance facilities to its BellSouth collocation space in addition to fiber?

e.spire's Position:

Yes. e.spire should have the flexibility of running both fiber and copper entrance facilities into its collocation space.

BellSouth's Position:

No. BellSouth does not permit other carriers—and will not permit e.spire—to use copper entrance facilities.

Issue 39 [§ 5.6.1]: Should e.spire be required to pay a Subsequent Application Fee to BellSouth for installation of co-carrier cross connects even when e.spire pays a certified vendor to actually perform the work?

e.spire's Position:

No. In instances where e.spire or its vendor actually does the cross-connects, e.spire should not have to pay a fee to BellSouth.

BellSouth's Position: Yes. Even when BellSouth is not installing the co-carrier cross-connects, e.spire must pay an application fee.

Issue 40 [§ 6.2]: Should BellSouth be required to respond to all e.spire applications for physical collocation space within 45 calendar days of submission?

e.spire's Position: Yes. BellSouth should respond to a collocation application no later than 30 calendar days from the date of the request. In addition, where e.spire submits 16 or more applications within a 15-calendar-day window, BellSouth should respond to those requests within 45 calendar days.

BellSouth's Position: No. BellSouth will respond within 30 business days to a collocation application. The response interval for applications in excess of 15 is subject to negotiation.

Issue 41 [§ 6.2]: When BellSouth responds to an e.spire application for physical collocation by offering to provide less space than requested, or space configured differently than requested, should such a response be treated as a denial of the application sufficient to entitle e.spire to conduct a central office tour?

e.spire's Position: Yes. A response from BellSouth that a lesser amount or different configuration of collocation is available to e.spire is tantamount to a denial of space, which triggers the requirement that BellSouth provide a tour of the facilities.

BellSouth's Position: No. BellSouth will provide a tour of the facilities only in the event an application is rejected for lack of available space.

Issue 42 [§§ 6.2, 6.4]: Should the prescribed intervals for response to collocation requests be shortened from the BellSouth standard proposal?

e.spire's Position: Yes. BellSouth's proposed collocation intervals (for both collocation responses and collocation provisioning) are unacceptably lengthy and, consequently, must be shortened. BellSouth should adopt the provisioning intervals prescribed for Southwestern Bell Telephone by the Texas PUC.

BellSouth's Position: No. BellSouth's proposed intervals are appropriate.

Issue 43 [§ 6.3]: Should BellSouth be permitted to extend its collocation intervals simply because e.spire changes its application request?

e.spire's Position: No. The collocation intervals should not be extended regardless of the number or magnitude of changes that e.spire chooses to make to the application after a Bona Fide Firm Order has been placed.

BellSouth's Position: Yes. The intervals should be extended to account for the changes.

Issue 44 [§ 6.4]: Should the prescribed intervals for completion of physical collocation space be shortened from the BellSouth standard proposal?

e.spire's Position: Yes. BellSouth's proposed collocation construction and provisioning intervals are unacceptably lengthy and, consequently, must be shortened. BellSouth should adopt

the provisioning intervals prescribed for Southwestern Bell Telephone by the Texas PUC.

BellSouth's Position: No. BellSouth's proposed intervals are appropriate.

Issue 45 [§ 6.9]: Should BellSouth be permitted to impose non-recurring charges on e.spire when converting existing virtual collocation arrangements to cageless physical collocation?

e.spire's Position: No. Conversions from virtual collocation to cageless physical collocation do not require BellSouth to incur any costs because these conversions are essentially transparent. Accordingly, BellSouth should not charge e.spire non-recurring charges for these conversions.

BellSouth's Position: Yes.

Issue 46 [§ 6.9]: Should BellSouth be permitted to place restrictions not reasonably related to safety concerns on e.spire's conversions from virtual to cageless physical collocation arrangements?

e.spire's Position: No. Conversions from virtual collocation to cageless physical collocation should be handled by BellSouth with minimal, if any, changes or restrictions. In particular, unless there are safety concerns, e.spire's virtually collocated equipment need not be moved or relocated, even if it is in the same line-up as BellSouth's equipment.

BellSouth's Position: Yes.

Attachment 5 – Numbering

Issue 8 [Att. 1 Exh. A; Att. 2 § 17.2; Att. 3 § 8; Att. 5 § 5]: Should BellSouth be required to lower rates for manual submission of orders, or, alternatively, establish a revised “threshold billing plan” that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts?

e.spire’s Position: Yes. BellSouth should lower the rates it charges for manual submission of orders. As an alternative, however, BellSouth should revise its “threshold billing plan” to take into account e.spire’s transition to electronic order submission, as well as to exclude from computation those services for which electronic interfaces are not available.

BellSouth’s Position: BellSouth opposes revisions to its threshold billing plan.

Attachment 6 – Ordering and Provisioning

Issue 47 [§ 2.2.5]: Should BellSouth permit e.spire to view the rates charged and features available to end users in the customer service record (“CSR”).

e.spire’s Position: Yes. e.spire must have access to the potential customer’s rates and features in order to more accurately address the potential customer’s requirements.

BellSouth’s Position: No. This information is proprietary to which e.spire’s access should be restricted.

Issue 48 [§ 2.3.5]: Should BellSouth be required to provide flow through of electronic orders and processes at parity?

e.spire's Position: Yes. Orders placed by e.spire should be processed with the same accuracy and speed as BellSouth's retail orders are processed. Specifically, BellSouth should provide flow through of electronic processes in a manner consistent with, at a minimum, the level of quality equivalent to itself or to any CLEC with comparable systems.

BellSouth's Position: Unknown at this time.

Issue 49 [§ 3.7]: Should BellSouth be authorized to impose order cancellation charges?

e.spire's Position: No. To the extent BellSouth does not pay a penalty fee for late installations, e.spire should be able to cancel its orders without any penalty.

BellSouth's Position: Yes. e.spire should pay the costs incurred by BellSouth, consistent with the provisions of its federal tariff.

Issue 50 [§ 3.15]: Should BellSouth be required to provide readily available results of UNE pre-testing to e.spire?

e.spire's Position: Yes. Upon request, e.spire should have access to UNE pre-testing results, to the extent available.

BellSouth's Position: No. BellSouth should not be required to provide UNE pre-testing results. The provision of the UNE is sufficient demonstration or certification that the UNE meets e.spire's specifications.

Issue 51 [§ 3.20]: Should BellSouth be permitted to impose order expedite surcharges when it refuses to pay a late installation penalty for the same UNEs?

e.spire's Position: No. To the extent BellSouth does not pay a penalty for late installations, e.spire should not be assessed a surcharge for early installations.

BellSouth's Position: Yes, surcharges should apply to expedited orders, consistent with BellSouth's federal tariff.

Issue 52 [§ 3.22]: Should BellSouth be required to adopt intervals of 4 hours (electronic orders) and 24 hours (manual orders) for the return of firm order commitments ("FOCs")?

e.spire's Position: Yes. For electronic orders, BellSouth should produce a FOC within 4 hours; for manual orders, FOCs should be available within 24 hours.

BellSouth's Position: No. For electronic orders, FOCs will be available within 24 hours. For manual orders, FOCs will be produced within 48 hours.

Issue 53 [§ 3.23]: Should BellSouth be required to adopt a prescribed interval for "reject/error" messages?

e.spire's Position: Yes. BellSouth should have a specific interval within which it must send a reject or error notice to e.spire.

BellSouth's Position: No. Specific intervals for "reject/error" messages are unnecessary.

Issue 54 [§ 3.2.1]: Should BellSouth be required to establish a single point of contact ("SPOC") for e.spire's ordering and provisioning, e.g., furnishing the name, address, telephone numbers and e-mail links of knowledgeable employee that can assist e.spire in its ordering and provisioning, along with appropriate fall-back contacts?

e.spire's Position: Yes. BellSouth should provide e.spire with a SPOC to more easily and expeditiously handle ordering and provisioning issues.

BellSouth's Position: Unknown at this time.

Attachment 9

*Issue 1 [GT&C § 18; GT&C Part B, § 1.64; Att. 9]:
Should BellSouth be required to pay liquidated damages for failure to (i) meet provisioning intervals prescribed in the agreement for UNEs, and (ii) provide service at parity as measured by the specified performance metrics?*

e.spire's Position: Yes. Performance measures are an invaluable tool for e.spire because they make it possible for e.spire to identify failures by BellSouth to meet its obligations under the interconnection agreement. However, performance measures have little meaning if they identify breaches but do not provide a mechanism for curing such breaches. In e.spire's experience over the past two years, the lack of an immediate adverse consequence for a failure to perform encourages BellSouth nonperformance. In addition, seeking judicial or regulatory resolution of such breaches is impractical. Having to litigate such failures to perform time and again is time consuming and costly. Moreover, it constitutes a poor use of scarce resources. Accordingly, any failure on the part of BellSouth to meet or otherwise

comply with the provisioning intervals prescribed in the interconnection agreement for UNEs, resale services, frame relay interconnection, and interconnection trunks, or to provide service at parity to e.spire as measured by the performance measurements set forth in the interconnection agreement should constitute a specified breach which will trigger the automatic payment by BellSouth of liquidated damages to e.spire. e.spire has proposed to BellSouth that the parties incorporate into the interconnection agreement the system of self-executing remedies adopted by the Texas PUC for application to SWBT/SBC.

BellSouth's Position:

No. BellSouth maintains that there should be no self-executing remedies for breach of specified performance standards.

Issue 55 [Att. 9 App. E]: Should BellSouth be required to adopt the "Texas Plan" of performance penalties for failure to provide service at parity?

e.spire's Position:

Yes. The performance penalties adopted by the Texas PUC encourage the provision of service at parity and, hence, should be adopted by the parties.

BellSouth's Position:

No. BellSouth maintains that there should be no self-executing remedies for breach of specified performance standards.

Issue 56 [Att. 9 App. F]: Should BellSouth be required to establish a new performance measurement metric for the provisioning of frame relay connections?

e.spire's Position: Yes, there should be performance measurements for FR
UNEs and interconnection.

BellSouth's Position: Unknown at this time.

Issue 57 [Att. 9 App. F]: Should BellSouth be required to establish a new performance metric for the provisioning of EELs?

e.spire's Position: Yes, there should be a separate performance metric for
EELs.

BellSouth's Position: No performance metric is necessary because BellSouth is
not obligated to combine elements on behalf of CLECs.

Attachment 11

Issue 58 [§ 3(i)]: Should BellSouth be required to provide an electronic feed sufficient to enable e.spire to confirm that directory listings of its customers have actually been included in the databases utilized by BellSouth?

e.spire's Position: Yes. BellSouth should provide an electronic feed so that
e.spire can confirm that the directory listings of its
customers have been properly included in the directories
and directory listings databases.

BellSouth's Position: No. It is not necessary to provide e.spire with an electronic
feed.

Issue 59 [§ 3(k)]: Should BellSouth and BellSouth and BellSouth Advertising & Publishing Corporation ("BAPCO") be required to coordinate to establish a

process whereby INP-to-LNP conversions do not require a directory listing change?

e.spire's Position: Yes. BellSouth and BAPCO should establish a process whereby conversion from interim to permanent number portability need not require a directory listing change.

BellSouth's Position: No. BAPCO will not coordinate with BellSouth.

Issue 60 [§ 3(j)]: Should BAPCO be required to permit e.spire to review galley proofs of directories eight weeks and two weeks prior to publishing, and coordinate changes to listings based on those proofs?

e.spire's Position: Yes. Upon request, BellSouth/BAPCO should permit e.spire to review galley proofs of directories sufficiently in advance of publication in order to identify and correct errors or omissions before publication.

BellSouth's Position: No. It is not necessary to permit e.spire to review the galley proofs.

Issue 61 [§ 3(l)]: Should BAPCO be required to deliver 100 copies of each new directory book to an e.spire dedicated location?

e.spire's Position: Yes. BAPCO should deliver 100 copies of each new directory book to an e.spire location.

BellSouth's Position: No. It is not necessary to provide e.spire with 100 copies of each new directory book.

Issue 62 [§ 5(a)]: Should BAPCO's liability for errors or omissions be limited to \$1 per error or omission?

e.spire's Position: No. e.spire is entitled to a higher compensation.

BellSouth's Position: Yes. \$1 is a reasonable compensation.

Issue 63 [§ 5(b)]: Should BAPCO's liability in e.spire customer contracts and tariffs be limited?

e.spire's Position: No. It is unreasonable to limit BAPCO's liability in e.spire's customer contracts and tariffs.

BellSouth's Position: Yes. A limitation of liability provision in e.spire's customer contracts and tariffs is reasonable.

V. PROCEDURAL MATTERS

17. Section 252(b)(4)(c) of the Communications Act requires that, unless waived by the parties, the Commission should render a decision in this proceeding not later than nine (9) months after the date on which interconnection negotiations formally commenced, which, in this case, happens to be May 17, 2000. In order to allow the most expeditious conduct of this arbitration, e.spire respectfully requests that the Commission issue a procedural order as promptly as possible, establishing a schedule for discovery requests, prefiled testimony, prehearing conference, and the timing and conduct of the hearing in this matter.

VI. CONCLUSION

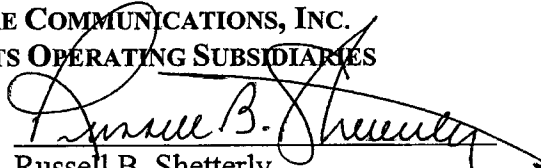
18. BellSouth and e.spire have, in good faith, attempted to arrive at a mutually acceptable interconnection agreement. While much progress has been made, several issues remain unresolved. Accordingly, e.spire calls upon the Commission to arbitrate the remaining unresolved issues.

WHEREFORE, e.spire respectfully requests that the Commission resolve the outstanding issues between the parties as set forth in this Petition, resolve each such issue in favor of e.spire, and grant any other relief as the Commission may deem just and proper.

Respectfully submitted,

**E.SPIRE COMMUNICATIONS, INC.
AND ITS OPERATING SUBSIDIARIES**

By:



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Its Attorneys

January 21 , 2000

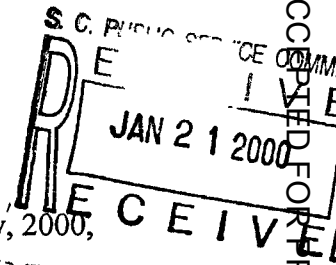
CERTIFICATE OF SERVICE

I, TARA P. BOONE, do hereby certify that I have, on this 21st day of January, 2000,
caused to be served upon the following individuals, by first class U.S. main, postage prepaid, a
copy of the foregoing:

Tara P. Boone

Caroline N. Watson
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Columbia, SC 29201
(803) 748-8700

Parkey Jordan
BELLSOUTH TELECOMMUNICATIONS, INC.
675 West Peachtree Street, NE
Atlanta, GA 30375



Parish of East Baton Rouge)
)
 State of Louisiana)


**VERIFICATION OF
PAUL F. GUARISCO**

I, **PAUL F. GUARISCO**, being duly sworn upon oath, do hereby depose and state as follows:

1. My name is Paul F. Guarisco. I am employed as Director- Regulatory Affairs, by e.spire Communications, Inc. ("e.spire"), which formerly was known as American Communications Services, Inc. My business address is e.spire Communications, Inc., One American Place, Suite 1200, Baton Rouge, LA 70825. I am authorized by e.spire to make this Verification on its behalf.

2. I declare that I have read the foregoing documents and that the facts and any matters stated therein are true to the best of my knowledge, information, and belief.

FURTHER AFFIANT SAYETH NOT.


 Paul F. Guarisco

SUBSCRIBED AND SWORN TO BEFORE ME this 20th day of January, 2000.


 Notary Public

My Commission Expires:

at death

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

1200 19TH STREET, N.W.

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January 10, 2000

BRAD E. MUTSCHELKRAUS

DIRECT LINE 12021 955-9788

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VIA FACSIMILE AND FEDERAL EXPRESS

Ms. Parkey Jordan
Counsel
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Atlanta, GA 30375

**Re: Negotiations of Successor Interconnection Agreement between BellSouth
and e.spire**

Dear Parkey:

e.spire Communications, Inc. and its operating subsidiaries (collectively "e.spire") seek to confirm herein the agreement between BellSouth Telecommunications, Inc. ("BellSouth") and e.spire to establish an agreed procedural schedule applicable to their formal negotiation of an interconnection agreement to succeed the current agreement between e.spire and BellSouth (the "Parties"). The agreement being negotiated covers eight states in BellSouth's operating territory. Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee. Pursuant to our earlier conversation, the Parties have agreed that the request to negotiate a successor interconnection agreement was received for all purposes on August 17, 1999, resulting in a state commission arbitration window opening on December 30, 1999, and closing on January 24, 2000.

The negotiations at issue concern the rates, terms, and conditions for local data and voice interconnection, the resale of BellSouth retail services, access to BellSouth unbundled network elements, the transport and termination of local voice and data traffic and collocation for the provisioning of telecommunication services by e.spire. As you know, these negotiations are governed by Section 251 and 252 of the Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996. By countersigning this letter, BellSouth is acknowledging the date the request for negotiations was received and the resulting state commission arbitration window.

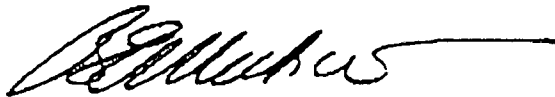
KELLEY DRYE & WARREN LLP

Ms. Parkey Jordan
January 10, 2000
Page Two

The Parties agree not to challenge any term of this letter agreement in any proceeding before a state commission, the Federal Communications Commission, or any State or Federal court, and hereby waive any right to contend that any earlier date(s) govern the negotiations currently underway.

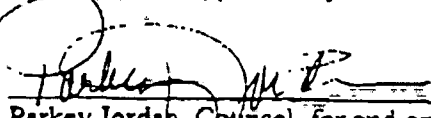
If the above comports with BellSouth's understanding, please sign below and return a copy of this letter to me via facsimile. Two original copies of this letter are being mailed to your office via overnight delivery for your signature: one to be kept in BellSouth's files and one to be returned to the undersigned.

Very truly yours,



Brad Mutschelknaus
Counsel for e*spire Communications, Inc.
and its operating subsidiaries

Agreed to and approved by:



Parkey Jordan, Counsel, for and on
behalf of BellSouth Telecommunications, Inc.

1/10/00
(Date)

cc: Pat Finlen, BellSouth
Jim Falvey, e*spire

DC01/CNTE/100472.1

*** TOTAL PAGE.03 ***

REVISED EXHIBIT 2: E.SPIRE COMMUNICATIONS INC.'S ISSUES MATRIX
BELLSOUTH TELECOMMUNICATIONS, INC. ARBITRATION

ISSUE	E.SPIRE POSITION	BELLSOUTH POSITION	AGMT SECTION
Issue 1. Should BellSouth be required to pay liquidated damages for failure to (i) meet provisioning intervals prescribed in the agreement for UNEs, and (ii) provide service at parity as measured by the specified performance metrics?	Yes	No	GT&C § 18; GT&C Part B, § 1.64; Att. 9
Issue 2. Should FCC and Commission orders which are "effective" or "final and non-appealable" be incorporated into the agreement?	Effective	Final and non-appealable	Att. 1§ 34.4, Att. 3 § 6.6.2
Issue 3. Should a "fresh look" period be established which permits customers subject to BellSouth volume and term service contracts to switch to e.spire service without imposition of early termination penalties?	Yes	Unknown	§ 49
Issue 4. Should BellSouth provide intraLATA toll service to e.spire local exchange service customers on the same basis that it provides intraLATA toll services to all customers of BellSouth local exchange services?	Yes	No	§ 50.2
Issue 5. Should the definition of "local traffic" include dial-up calling to modems and servers of Internet Service Providers ("ISPs") located within the local calling area?	Yes	No	Att. 1 §§ 1.69, 1.92, 1.99, 1.100; Att. 3 §§ 6.1.1, 6.1.2, 6.1.3, 6.10
Issue 6. Should the definition of "Switched Exchange Access Service" and "Switched Access Traffic" include Voice-over-Internet Protocol ("VOIP") transmissions?	No	Yes	Att. 1§ 1.111; Att. 3 § 6.8.1

REVISED EXHIBIT 2: ARBITRATION ISSUES MATRIX/2

ISSUE	E.SPIRE POSITION	BELL SOUTH POSITION	AGMT SECTION
<u>Issue 7.</u> Should e.spire's local switch be classified as both a tandem and end office switch for purposes of billing reciprocal compensation?	Yes	No	§ 1.113
<u>Issue 8.</u> Should BellSouth be required to lower rates for manual submission of orders, or, alternatively, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts?	Yes	No	Att. 1 Exh. A; Att. 2 § 17.2; Att. 3 § 8; Att. 5 § 5
<u>Issue 9.</u> Should BellSouth be required to provide reasonable and nondiscriminatory access to unbundled network elements ("UNEs") in accordance with all effective rules and decisions of the FCC and this Commission?	Yes	Unknown	§ 1.8
<u>Issue 10.</u> Should BellSouth be required to provide e.spire with access to existing combinations of UNEs in BellSouth's network at UNE rates?	Yes	Unknown	§ 1.9
<u>Issue 11.</u> Should BellSouth be required to provide access to enhanced extended links ("EELs") at UNE rates where the loop and transport elements are currently combined and purchased through BellSouth's special access tariff?	Yes	Unknown	§ 1.10

ISSUE	E.SPIRE POSITION	BELLSOUTH POSITION	AGMT SECTION
Issue 12. <i>If BellSouth provides access to EELs at UNE rates where the loop and transport elements are currently combined and purchased through BellSouth's special access tariff, should e.spire be entitled to utilize the access service request ("ASR") process to submit orders?</i>	Yes	Unknown	
Issue 13. <i>If e.spire submits orders for EELs, should BellSouth be required to make the resultant billing conversion within 10 days?</i>	Yes	Unknown	§ 1.10
Issue 14. <i>Should BellSouth be prohibited from imposing non-recurring charges other than a nominal service order fee for EEL conversions?</i>	Yes	Unknown	§ 1.10
Issue 15. <i>Should the parties utilize the FCC's most recent definition of "local loop" included in the UNE Remand Order?</i>	Yes	Unknown	§ 2.2.1
Issue 16. <i>Should BellSouth be required to condition loops as necessary to provide advanced services in accordance with the FCC's UNE Remand Order?</i>	Yes	Unknown	§ 2.5
Issue 17. <i>Should the parties utilize the FCC's most recent definition of network interface device ("NID") included in the UNE Remand Order?</i>	Yes	Unknown	§ 4.1.1
Issue 18. <i>Should BellSouth be required to offer subloop unbundling in accordance with the FCC's UNE Remand Order?</i>	Yes	Unknown	§ 6

ISSUE	E.SPIRE POSITION	BELLSOUTH POSITION	AGMT SECTION
Issue 19. Should BellSouth be required to provide access to local circuit switching, local tandem switching and packet switching capabilities on an unbundled basis in accordance with the FCC's UNE Remand Order?	Yes	Unknown	§ 7.1.1
Issue 20. Should the parties utilize the definitions of local circuit switching, local tandem switching and packet switching included in the FCC's UNE Remand Order?	Yes	Unknown	§§ 7.2, 7.3, 7.4, 7.7
Issue 21. Should BellSouth be required to provide nondiscriminatory access to interoffice transport/transmission facilities in accordance with the terms of the FCC's UNE Remand Order?	Yes	Unknown	§ 8
Issue 22. Should the parties utilize a definition of interoffice transport consistent with the usage in the FCC's UNE Remand Order, that includes dark fiber, DSL, DS3, OCn levels and shared transport?	Yes	Unknown	§ 8.1
Issue 23. Should BellSouth provide nondiscriminatory access to operations support systems ("OSS") and should the parties utilize a definition of OSS consistent with the FCC's UNE Remand Order?	Yes	Unknown	§ 17.2
Issue 24. Should BellSouth be required to provide specific installation intervals in the agreement for EELs and each type of interoffice transport	Yes	Unknown	§ 8.4

REVISED EXHIBIT 2: ARBITRATION ISSUES MATRIX/5

ISSUE	E.SPIRE POSITION	BELLSOUTH POSITION	AGMT SECTION
Issue 25. <i>Should BellSouth be compelled to establish geographically-deaveraged rates for NRCs and recurring charges for all UNEs?</i>	Yes	Unknown	§ 2.1.2
Issue 26. <i>Should BellSouth be required to establish TELRIC-based rates for the UNEs, including the new UNEs, required by the UNE Remand Order?</i>	Yes	Unknown	§§ 1.8, 2.1.
Issue 27: <i>Should both parties be allowed to establish their own local calling areas and assign numbers for local use anywhere within such areas, consistent with applicable law?</i>	Yes	Unknown	§§ 1.2, 1.9 and 1.10.1
Issue 28 <i>In the event that e.spire chooses multiple tandem access ("MTA"), must e.spire establish points of interconnection at all BellSouth access tandems where e.spire's NXX's are "homed"?</i>	No	Yes	§§ 1.2; 1.9
Issue 29. <i>Should language concerning local tandem interconnection be simplified to exclude, among other things, the requirement to designate a "home" local tandem for each assigned NPA/NXX and the requirement to establish points of interconnection to BellSouth access tandems within the LAT4 on which e.spire has NPA/NXXs "homed"?</i>	Yes	No	§ 1.10.1
Issue 30. <i>Should CPN/PLU/PIU be the exclusive means used to identify the jurisdictional nature of traffic under the agreement?</i>	Yes	No	§§ 6.2, 6.3, 6.4

ISSUE	E.SPIRE POSITION	BELLSOUTH POSITION	AGMT SECTION
Issue 31. Should all references to BellSouth's Standard Percent Local Use Reporting Platform be deleted?	Yes	No	§ 6.3
Issue 32. Should specific language be included precluding IXCs from using "transit" arrangements to route traffic to e.spire?	No	Unknown	§ 6.9
Issue 33. How should the parties compensate each other for interconnection of their respective frame relay networks?	Same compensation mechanism that applies to circuit-switched services should apply to packet-switched services	Unknown	§§ 7.5.5, 7.6, 7.8 and 7.9.1
Issue 34. Should BellSouth's rates for frame relay interconnection be established at TELRIC?	Yes	Unknown	§§ 7.5.5, 7.6, 7.8 and 7.9
Issue 35. Should BellSouth be required to establish prescribed intervals for installation of interconnection trunks?	Yes	Unknown	§ 2.7
Issue 36. Should the charges and the terms and conditions set forth in e.spire's tariff govern the establishment of interconnecting trunk groups between BellSouth and e.spire?	Yes	No	§ 2.3
Issue 37. For two-way trunking, should the parties be compensated on a pro rata basis?	Yes	No	§ 2.3
Issue 38. Should e.spire be permitted the option of running copper entrance facilities to its BellSouth collocation space in addition to fiber?	Yes	No	§ 5.2

ISSUE	E.SPIRE POSITION	BELLSOUTH POSITION	AGMT SECTION
Issue 39. <i>Should e.spire be required to pay a Subsequent Application Fee to BellSouth for installation of co-carrier cross connects even when e.spire pays a certified vendor to actually perform the work?</i>	No	Yes	§ 5.6.1
Issue 40 <i>Should BellSouth be required to respond to all e.spire applications for physical collocation space within 45 calendar days of submission?</i>	Yes	No	§ 6.2
Issue 41. <i>When BellSouth responds to an e.spire application for physical collocation by offering to provide less space than requested, or space configured differently than requested, should such a response be treated as a denial of the application sufficient to entitle e.spire to conduct a central office tour?</i>	Yes	No	§ 6.2
Issue 42. <i>Should the prescribed intervals for response to collocation requests be shortened from the BellSouth standard proposal?</i>	Yes	No	§§ 6.2, 6.4
Issue 43. <i>Should BellSouth be permitted to extend its collocation intervals simply because e.spire changes its application request?</i>	No	Yes	§ 6.3
Issue 44 <i>Should the prescribed intervals for completion of physical collocation space be shortened from the BellSouth standard proposal?</i>	Yes	No	§ 6.4

ISSUE	E.SPIRE POSITION	BELLSOUTH POSITION	AGMT SECTION
Issue 45. <i>Should BellSouth be permitted to impose non-recurring charges on e.spire when converting existing virtual collocation arrangements to cageless physical collocation?</i>	No	Yes	§ 6.9
Issue 46. <i>Should BellSouth be permitted to place restrictions not reasonably related to safety concerns on e.spire's conversions from virtual to cageless physical collocation arrangements?</i>	No	Yes	§ 6.9
Issue 47. <i>Should BellSouth permit e.spire to view the rates charged and features available to end users in the customer service record ("CSR").</i>	Yes	No	§ 2.2.5
Issue 48. <i>Should BellSouth be required to provide flow through of electronic orders and processes at parity?</i>	Yes	Unknown	§ 2.3.5
Issue 49. <i>Should BellSouth be authorized to impose order cancellation charges?</i>	No	Yes	§ 3.7
Issue 50. <i>Should BellSouth be required to provide readily available results of UNE pre-testing to e.spire?</i>	Yes	No	§ 3.15
Issue 51. <i>Should BellSouth be permitted to impose order expedite surcharges when it refuses to pay a late installation penalty for the same UNEs?</i>	No	Yes	§ 3.20
Issue 52. <i>Should BellSouth be required to adopt intervals of 4 hours (electronic orders) and 24 hours (manual orders) for the return of firm order commitments ("FOCs")?</i>	Yes	No	§ 3.22

ISSUE	E.SPIRE POSITION	BELLSOUTH POSITION	AGMT SECTION
Issue 53. Should BellSouth be required to adopt a prescribed interval for "reject/error" messages?	Yes	No	§ 3.23
Issue 54. Should BellSouth be required to establish a single point of contact ("SPOC") for e.spire's ordering and provisioning, e.g., furnishing the name, address, telephone numbers and e-mail links of knowledgeable employee that can assist e.spire in its ordering and provisioning, along with appropriate fall-back contacts?	Yes	Unknown	§ 3.2.1
Issue 55. Should BellSouth be required to adopt the "Texas Plan" of performance penalties for failure to provide service at parity?	Yes	No	Att. 9 App. E
Issue 56. Should BellSouth be required to establish a new performance measurement metric for the provisioning of frame relay connections?	Yes	Unknown	Att. 9 App. F
Issue 57. Should BellSouth be required to establish a new performance metric for the provisioning of EELs?	Yes	No	Att. 9 App. F
Issue 58. Should BellSouth be required to provide an electronic feed sufficient to enable e.spire to confirm that directory listings of its customers have actually been included in the databases utilized by BellSouth?	Yes	No	§ 3(i)

ISSUE	E.SPIRE POSITION	BELLSOUTH POSITION	AGMT SECTION
Issue 59. Should BellSouth and BellSouth Advertising & Publishing Corporation ("BAPCO") be required to coordinate to establish a process whereby INP-to-LNP conversions do not require a directory listing change?	Yes	No	§ 3(b)
Issue 60. Should BAPCO be required to permit e.spire to review galley proofs of directories eight weeks and two weeks prior to publishing, and coordinate changes to listings based on those proofs?	Yes	No	§ 3(d)
Issue 61. Should BAPCO be required to deliver 100 copies of each new directory book to an e.spire dedicated location?	Yes	No	§ 3(d)
Issue 62. 62 Should BAPCO's liability for errors or omissions be limited to \$1 per error or omission?	No	Yes	§ 5(a)
Issue 63. Should BAPCO's liability in e.spire customer contracts and tariffs be limited?	No	Yes	§ 5(b)

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and e.spire Communications, Inc., Delaware corporation, on behalf of its operating affiliates identified in Part C hereof collectively, “e.spire” and shall be deemed effective as of the Effective Date specified in Section 3 hereof. This Agreement may refer to either BellSouth or e.spire or both as a “Party” or “Parties.”

WITNESSETH

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier (“ILEC”) as defined by the Telecommunications Act of 1996 (“the FTA”), authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee; and

WHEREAS, e.spire is a Competitive Local Exchange Carrier (“CLEC”) authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, both Parties wish to interconnect their facilities and exchange local traffic for termination, and e.spire wishes to purchase unbundled Network Elements and resell BellSouth’s Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, specifically by means of exercising their rights and fulfilling their obligations pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended by the Federal Telecommunications Act of 1996 (“the Act”).

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, BellSouth and e.spire agree as follows:

1. Introduction

- 1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide to e.spire (a) services for Resale (hereinafter referred to as Resale Services), (b) unbundled Network Elements, (c) Interconnection, (d) Collocation, and (e) all other features and arrangements described in this Agreement.
- 1.2 The Network Elements, and Resale Services provided pursuant to this Agreement may be connected by e.spire to other Network Elements, Resale Services or Access Services provided by BellSouth, or to any network components or services provided by e.spire itself or by any other vendor or Telecommunications Carrier. Subject to the requirements of this Agreement, e.spire may at any time add, delete, relocate or modify the Resale Services or Network Elements purchased hereunder.

- 1.3 BellSouth and e.spire may fulfill the requirements imposed upon them by this Agreement by themselves or may cause their agents to take action to fulfill such responsibilities.
- 1.4 This Agreement includes and incorporates herein the Attachments to this Agreement, and all Appendices, Exhibits, Schedules, Addenda and Amendments hereto.

2. Interpretation and Construction

- 2.1 Capitalized terms used in this Agreement shall have the respective meanings specified in Part B hereof, or As Defined by the Act.
- 2.2 The definitions in Part B hereof shall apply equally to both the singular and plural ~~forms of the terms defined. Whenever the context may require, any pronoun used~~ in this Agreement shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” throughout this Agreement. The words “shall” and “will” are used interchangeably throughout this Agreement and the use of either connotes a mandatory obligation. The use of one or the other shall not mean a different degree of right or obligation for either Party.
- 2.3 References herein to Articles, Sections, Exhibits, Attachments, Appendices, and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits, Attachments, Appendices and Schedules to, this Agreement unless the context shall otherwise require.
- 2.4 The headings of the Articles, Sections, Exhibits, Attachments, Appendices and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 2.5 Unless the context shall otherwise require, any reference to any agreement, other instrument (including BellSouth, e.spire or any third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).
- 2.6 Subject to the terms set forth in Attachment 2 regarding rates and charges, and the Resale Discount set forth in Attachment 1, each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. However, if any provision of this Agreement and any applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in the main body of this Agreement and any Attachment, Schedule, Appendix or Exhibit hereto cannot reasonably be construed or interpreted to avoid conflict, the provision contained in the main body of this Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be

interpreted as, or be deemed grounds for finding of a conflict for purposes of this Section 2.

- 2.7 Technical references that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed in Attachment 2 and other relevant Attachments hereto to assist the Parties in meeting their respective responsibilities hereunder.

3. Effective Date

This Agreement becomes effective on the date when executed by both Parties (the “Effective Date”).

4. Term of the Agreement

- 4.1 The term of this Agreement shall be two (2) years, beginning on the Effective Date and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 4.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties’ rights and obligations with respect to this Agreement after expiration shall be as set forth in Sections 4.3 and 4.4 below.
- 4.2 The Parties agree that by no later than two hundred and seventy (270) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the rates, terms, and conditions of any facilities and service arrangements described herein to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”).
- 4.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 4.2, above, the Parties are unable to satisfactorily negotiate rates, terms and conditions for a subsequent agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for subsequent agreement pursuant to 47 U.S.C. § 252. The Parties agree that, in such event they shall encourage the Commission to issue its order regarding the appropriate local Interconnection and/or Resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Services herein without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to Interconnect, exchange traffic, provide Resale Services and Network Elements, pursuant to the terms and conditions of this Agreement.

- 4.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 4.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to e.spire pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to e.spire pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.
- 4.5 Subject to Section 1 of Attachment 7 of this Agreement, where termination would affect the services(s) provided by the purchaser thereof to its End Users, the Network Elements and Resale Services provided hereunder are vital to e.spire (or, if applicable, to BellSouth) and must be continued without interruption. When e.spire provides or retains another vendor to provide such comparable Network Elements or Resale Services, BellSouth and e.spire agree to cooperate in an orderly and efficient transition of affected facilities and services to e.spire or such other vendor. The Parties shall coordinate as necessary to ensure that the levels and quality of the Network Elements and Resale Services is not degraded. Each Party will exercise its best efforts to effect an orderly and efficient transition to the replacement provider of facilities and/or services.

5. Resale

BellSouth shall make available to e.spire for resale each of the Telecommunications Services it provides at retail to subscribers that are not Telecommunications Carriers on a nondiscriminatory basis, without unreasonable or discriminatory restrictions, and at a discount reflecting its avoided costs, pursuant to the rates, terms and conditions contained in Attachment 1 hereto and in accordance with the Act, including Sections 251(b)(1), 251(c)(4) and 252(d)(3), and all applicable FCC and State Commission rules, regulations, orders and policies (hereafter, "Requirements").

6. Unbundled Network Elements

BellSouth shall provide e.spire nondiscriminatory access to unbundled Network Elements at just, reasonable and nondiscriminatory rates, terms and conditions for the provision of Telecommunications Services pursuant to the rates, terms and conditions in Attachment 2

hereto in accordance with the Act, including Sections 251(c)(3) and 252(d)(1), and all applicable FCC and State Commission Requirements.

7. Interconnection

BellSouth shall provide for the Interconnection of e.spire's facilities and equipment with BellSouth's network at any technically feasible point within BellSouth's network at just, reasonable and nondiscriminatory rates, terms and conditions, pursuant to the terms and conditions of Attachment 3 hereto and the prices in Attachment 3 hereto and in accordance with the Act, including Sections 251(a), 251(b)(5), 251(c)(2), 252(d)(1), 252(d)(2), and all applicable FCC and State Commission Requirements.

8. Collocation

~~BellSouth shall permit Physical Collocation of e.spire's equipment at the premises of~~ BellSouth as necessary for Interconnection and access to unbundled Network Elements on a just, reasonable, and nondiscriminatory basis, pursuant to the rates, terms and conditions set forth in Attachment 4 hereto and in accordance with the Act, including Section 251(c)(6), and all applicable FCC and State Commission Requirements. BellSouth shall permit Virtual Collocation pursuant to the terms of BellSouth's FCC Tariff No. 1.

9. Numbers and Number Portability

BellSouth shall provide e.spire with nondiscriminatory access to telephone numbers and Local Number Portability pursuant to the terms and conditions set forth in Attachment 5 hereto, and in accordance with the Act, including Sections 251(b)(2), 251(b)(3), 251(e), and applicable FCC and State Commission Requirements.

10. Operational Support Systems

BellSouth shall provide e.spire with nondiscriminatory access to BellSouth's Operations Support Systems ("OSS") functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing of Resale Services and unbundled Network Elements, pursuant to the terms and conditions of Attachment 6, and consistent with the Act, including Sections 251(c)(3), 251(d)(1), and 252(d)(1), applicable State statutes, all applicable FCC and State Commission Requirements.

11. Billing

BellSouth shall provide intercarrier billing arrangements to e.spire pursuant to the rates, terms and conditions of Attachment 7 hereto, and in accordance with the Act, and applicable FCC and State Commission Requirements.

12. Rights of Way, Conduits and Pole Attachments

BellSouth shall offer e.spire nondiscriminatory access to its poles, ducts, conduits and rights of way, pursuant to terms and conditions set forth in Attachment 8 hereto, and in

accordance with the Act, including Sections 224, and 251(b)(4), applicable State statutes, and all applicable FCC and State Commission Requirements. Such access to rights-of-way, conduit and pole attachments shall be at least equal in quality to, and at rates, terms and conditions at least as favorable, as comparable arrangements provided by BellSouth to itself, its Subsidiaries or Affiliates, or to any other Telecommunications Service Provider.

13. Directory Listings

BellSouth shall make available to e.spire's End Users White and Yellow Page Directory Listings pursuant to the terms and conditions in Attachment 11 and in accordance with the Act, and all applicable FCC and State Commission Requirements. BellSouth shall include e.spire subscriber listings in BellSouth's Directory Assistance database(s) at no charge provided e.spire does not charge for such listings. BellSouth and e.spire shall formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

14. Parity

When e.spire purchases, pursuant to Attachment 1 of this Agreement, Telecommunications Services from BellSouth for the purposes of Resale to End Users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, Subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element provided pursuant to Attachment 2 of this Agreement, as well as the quality of the access to such Network Element provided by BellSouth to e.spire, shall be at least equal in quality to that which BellSouth provides to itself. The quality of the Interconnection between the networks of BellSouth and e.spire shall be at a level that is equal to that which BellSouth provides itself, a Subsidiary, an Affiliate, or any other Person. The Interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by e.spire. "Equal in quality" in each instance also means the same interface specifications, provisioning, installation, maintenance, testing and repair intervals for the same services or facilities.

15. Bona Fide Request/New Business Request Process for Further Unbundling

BellSouth shall, upon request of e.spire, provide e.spire access to its Network Elements at any technically feasible point for the provision of e.spire's Telecommunications Services where such access is necessary and failure to provide access would impair the ability of e.spire to provide services that it seeks to offer. Any request by e.spire for access to a Network Element, Interconnection option, or for the provisioning of any service or product that is not already available, shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 12 hereto.

16. Local Dialing Parity

BellSouth shall provide local dialing parity As Described by the Act and required by FCC rules, regulations and policies. e.spire End Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, e.spire End Users shall experience at least the same service quality as BellSouth End Users in terms of post-dial delay, call completion rate and transmission quality.

17. Law Enforcement and Civil Process

17.1 Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from Local Exchange Carriers. When either Party receives a request associated with an End User of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving Party is able to do so.

17.2 Subpoenas. e.spire agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to e.spire end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. e.spire agrees that in cases where e.spire receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to e.spire end users, e.spire will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request. e.spire will provide e.spire end user and/or other customer information that is available to e.spire in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for e.spire end user and/or other customer information to e.spire for the purpose of providing this information to the law enforcement agency.

17.3 Law Enforcement Emergencies. If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party shall be held liable for any claims or damages arising from compliance with such requests.

18. Performance Standards and Measurements

The Parties agree that the services offered and rendered by BellSouth pursuant to this Agreement shall be provisioned at parity to the service levels and intervals for which BellSouth performs such services for itself, its Affiliates or any other Person or Telecommunications Carrier. The Parties further agree that the service level specified for

each item addressed by the Performance Measurements set forth in Attachment 9 shall be at parity. BellSouth agrees to meet the performance standard of parity as measured by the relevant Performance Measurements for each reporting period during the term of this Agreement and any extension thereof. Any failure on the part of BellSouth to meet or otherwise comply with the provisioning intervals prescribed in the Agreement for UNEs, resale services, frame relay interconnection and interconnection trunks or to provide service at parity as measured by the Performance Measurements set forth in Attachment 9 shall constitute a specified performance breach which will trigger the automatic payment by BellSouth of liquidated damages to e.spire, according to the schedule set forth in Attachment 9.

[BellSouth will not accept shaded language and will not agree to the imposition of liquidated damages or other penalties for failing to meet specified performance intervals and benchmarks or for failing to meet the parity standard required by the 1996 Act]

19. Liability and Indemnification

19.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible e.spire revenues.

19.2 e.spire Liability. In the event that e.spire consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of e.spire under this Agreement.

19.3 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor e.spire shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

19.4 Limitation of Liability.

19.4.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether based in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

19.4.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by e.spire, any e.spire Customer or by any other Person or entity, for damages associated with any of the services provided by BellSouth

pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by e.spire, any e.spire Customer or any other Person or entity, resulting from the gross negligence or willful misconduct of BellSouth, shall not be subject to such limitation of liability.

- 19.4.3 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth Customer or by any other Person or entity, for damages associated with any of the services provided by e.spire pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, e.spire's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth Customer or any other Person or entity resulting from the gross negligence or willful misconduct of e.spire, shall not be subject to such limitation of liability.

- 19.5 Neither Party shall be liable for damages to the other Party's terminal location, POI or the other Party's Customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

Except to the extent caused by gross negligence or willful misconduct, neither Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

- 19.6 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any

awarded based solely on such claims. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:

- 21.3.1 Modification of the service by someone other than the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or
 - 21.3.2 The combination, operation or use of the service with any product, data or apparatus not provided by the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use; or
 - 21.3.3 Conformance to specifications of the indemnitee which would necessarily result in infringement.
- 21.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below: (i) modify or replace the applicable facilities or equipment (including software) while maintaining its form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 21.5 Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Section, such Party ("Indemnified Party") shall promptly give written notice to the other Party ("Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.
- 21.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

60. Signature

Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.

e.spire Communications, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date

Definitions

1.1 “Act” means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted and implemented in the duly authorized rules and regulations of the FCC or a State Commission within its state of jurisdiction.

1.2 “ADSL” or “Asymmetrical Digital Subscriber Line” means a transmission technology which transmits an asymmetrical digital signal of up to 6 Mbps to the End User and up to 640 Kbps from the End User.

1.3 “Affiliate” is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

1.4 “Agreement” refers to this Interconnection Agreement between e.spire and BellSouth and all Attachments, Appendices, Exhibits, Schedules and Addenda or Amendments hereto.

1.5 “AMA” means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.

1.6 “Applicable Law ” means all laws, regulations, and orders applicable to each Party’s performance of its obligations hereunder.

1.7 “As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a State Commission within its state of jurisdiction.

1.8 “As Described in the Act” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.9 “Automatic Location Identification” or “ALI” means a feature by which the service address associated with the calling party’s listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party’s, including secondary locations and off-premise extensions will be identified with the service address of the calling party’s listed number.

1.10 “Automatic Number Identification” or “ANI” means a signaling parameter which refers to the number transmitted through a network identifying the calling party.

1.11 “Bellcore” now known as “Telcordia”

1.12 “Bill Date” means the date that a bill is issued by a party.

1.13 “Bona Fide Request” as defined in Attachment 12.

1.14 “Business Day” means a day on which banking institutions are required to be open for business in New York.

1.15 “Calling Party Number” or “CPN” is a Common Channel Signaling (“CCS”) parameter which refers to the number transmitted through a network identifying the calling party.

1.16 “Carrier Identification Code” or “CIC” is a three-digit or four digit or five digit number that identifies a specific Interexchange Carrier.

1.17 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:

~~1.17.1 “End Office Switches” which are used to terminate Customer station~~
Loops for the purpose of interconnection to each other and to trunks; and

1.17.2 “Tandem Office Switches” or “Tandems” which are used to connect and switch trunk circuits between and among other Central Office Switches.

1.18 “Centralized Message Distribution System” or “CMDS” is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

1.19 “CLASS Features” means certain CCIS-based features available to Customers including but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.20 “Collocation” is As Described in the Act and FCC Rules and Orders, and as further defined in Attachment 4 hereto.

1.21 “Commercial Mobile Radio Service” or “CMRS” is As Defined in the Act.

1.22 “Commission” is defined as the appropriate regulatory agency in each of BellSouth’s nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

1.23 “Common Channel Signaling” or “CCS” means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis. The current industry standard for common carrier network signaling is SS7.1.33 “Competitive Local Exchange Carrier” or “CLEC” means any Local Exchange Carrier other than BellSouth, operating as such in BellSouth’s certificated territory.

1.24 “Confidential Information” is As Defined in Part A hereof.

1.25 “Cross Connection” means a jumper cable or similar connection provided pursuant to Collocation at the digital signal cross connect, Main Distribution Frame or other

suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the housing party.

1.26 "Customer" or "End User" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

1.27 "Customer of Record" means the entity responsible for placing applications for service; requesting additions, rearrangements, maintenance or discontinuance of service; and payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

1.28 "Customer Proprietary Network Information" or "CPNI" is As Defined in the Act.

1.29 "Customer Specific Arrangement" or "CSA" means a service arrangement ~~negotiated with an individual customer that includes rates, terms or conditions that differ from~~ those included in BellSouth's intrastate retail services tariff.

1.30 "Daily Usage File" or "DUF" is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to an CLEC.

1.31 "Dark Fiber" is as defined in Attachment 2 of this Agreement. 1.45 "Data Management System" or "DMS" means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selecting Routing ("SR") and ALI features.

1.32 "Demarcation Point" means a point on a property or premises where the Customer's service is located as determined by the applicable LEC. This point is where network access recurring charges and the LEC's responsibility stop and beyond which Customer responsibility begins.

1.33 "Deposit" means assurance provided by a customer in the form of cash, surety bond or bank letter of credit.

1.34 "Dialing Parity" is As Defined in the Act.

1.35 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.36 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.37 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.38 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

- 1.39 “Dispute” is As Defined in Part A hereof.
- 1.40 “End User Customer Location” means the physical location of the premises where an End User makes use of the Telecommunications Services.
- 1.41 “Exchange Access” is As Defined in the Act.
- 1.42 “Exchange Area ” means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.43 “Exchange Message Interface” or “EMI” s the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.
- ~~1.44 “FCC” means the Federal Communications Commission.~~
- 1.45 “FCC Regulations” means the effective rules, regulations, requirements, orders and policies adopted or issued by the FCC, as each may be revised from time to time.
- 1.46 “Feeder” is As Defined in Attachment 2.
- 1.47 “Fiber-Meet” or “Mid-Span Meet” as defined in Attachment 3 of this Agreement.
- 1.48 “Grandfathered Services” is As Defined in Attachment 1 of this Agreement
- 1.49 “Hazardous Substances” is As Defined in Attachment 4 of this Agreement.
- 1.50 “HDSL” or “High-Bit Rate Digital Subscriber Line” means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary (“2B1Q”), Carrierless AM/PM, Discrete Multitone (“DMT”), or 3 Binary / 1 Octel (“3B1O”).
- 1.51 “Incumbent Local Exchange Carrier” or “ILEC” is As Defined in the Act. For purposes of this Agreement, BellSouth is an Incumbent Local Exchange Carrier.
- 1.52 “Independent Telephone Company” or “TTC” means any entity other than BellSouth which, with respect to its operations within the states covered by this Agreement, is an Incumbent Local Exchange Carrier.
- 1.53 “Information Service” means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.
- 1.54 “Inside Wire ” or “Inside Wiring” means all wire, cable, terminals, and associated equipment or materials on the Customer’s side of the Rate Demarcation Point.
- 1.55 “Integrated Digital Loop Carrier” (IDLC) is as described in Attachment 2 of this Agreement.

1.56 “Integrated Services Digital Network” (ISDN) means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data, as set forth in Attachment 2.

1.57 “Intercompany Settlements” (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia’s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company’s (RBOC) territory and bills in another RBOC’s territory.

1.58 “Interconnection” is As Described in the Act.

1.59 “Interexchange Carrier” or “IXC” means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.60 “Interim Number Portability” or “INP” is As Described in the Attachment 5 of this Agreement.

1.61 “InterLATA” is As Defined in the Act.

1.62 “IntraLATA Toll Traffic” means all basic intraLATA message services calls other than Local Traffic.

1.63 “Line Information Data Base(s)” or “LIDB” is as described in Attachment 2 of this Agreement.

1.64 “Liquidated Damages” is as defined in Part A hereof

[BellSouth will not accept shaded language and will not agree to the imposition of liquidated damages or other penalties for failing to meet specified performance intervals and benchmarks or for failing to meet the parity standard required by the 1996 Act]

1.65 “Local Access and Transport Area” or “LATA” is As Defined in the Act.

1.66 “Local Exchange Carrier” or “LEC” is As Defined in the Act.

1.67 “Local Interconnection” is defined as: (1) the delivery of local traffic to be terminated on each Party’s local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; (2) the LEC network features, functions, and capabilities set forth in this Agreement; and (3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

1.68 “Local Number Portability” or “LNP” means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement.

1.78 “Network Interface Device” or “NID” is as described in Attachment 2 of this Agreement.

1.79 “New Business Request” (NBR) is as defined in Attachment 12.

1.80 “Non-Intercompany Settlement System” or “NICS” is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

1.81 “North American Numbering Plan” or “NANP” means the numbering and routing plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.82 “Numbering Plan Area” or “NPA” also is sometimes referred to as an area code. There are two general categories of NPAs, “Geographic NPAs” and “Non-Geographic NPAs.” A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code,” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas (e.g., 800 is an example of a Non-Geographic NPA).

1.83 “NXX Code” or “End Office Code” means the three digit switch entity indicator (i.e., the first three digits of a seven digit telephone number).

1.84 “OBF” means the “Ordering and Billing Forum”, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

1.85 “OCN” refers to an Operating Company Number.

1.86 “OCn” is as defined in Attachment 2.

1.87 “Optical Carrier Level 3” or “OC3” is As Defined in Attachment 2.

1.88 “Optical Carrier Level 12” or “OC12” is As Defined in Attachment 2.

1.89 “Optical Line Terminating Multiplexor” or “OLTM” is As Defined in Attachment 2.

1.90 “Party” means either BellSouth or e.spire, and “Parties” means BellSouth and e.spire.

1.91 “Percent of Interstate Usage” or “PIU” is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate “non-intermediary” minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all “non-intermediary”, local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

1.92 “Percent Local Usage” or “PLU” is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all “Local Traffic” minutes of use. The denominator shall include the total intrastate minutes of use including local, intrastate toll, and access.

[BellSouth will not accept shaded language – it proposes to exclude ISP traffic from the calculation]

1.93 “Performance Measurements” is as described in attachment 9 hereto.

1.94 “Person” is As Defined in the Act.

1.95 “Physical Collocation” is As Defined in the Act.

1.96 “PIC” means Primary or Presubscribed Interexchange Carrier.

1.97 “Public Safety Answering Point” or “PSAP” means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first. Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.98 “Publisher” means BellSouth’s White Pages and Yellow Pages Directories publisher(s), currently “BAPCO.”

1.99 “Rate Center” means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

[BellSouth will not accept shaded language without adding the requirement that e.spire’s rate centers mirror those of BellSouth]

1.100 “Reciprocal Compensation” refers to the payment arrangement for transport and termination of Local Traffic, including the “transport and termination” or delivery of calls to ISPs, as specified in Attachment 3.

[BellSouth will not accept shaded language – it will not agree to compensate e.spire for the delivery of ISP-bound traffic]

1.101 “Resale” means an activity wherein a certificated CLEC subscribes to the Telecommunications Services of BellSouth and then reoffers those telecommunications services to the public (with or without “adding value”).

1.102 “Resale Service Area” means the area, as defined in a state Commission approved certificate of operation, within which a CLEC may offer resold local exchange telecommunications service.

1.103 “Resale Services” means the BellSouth local services provided to e.spire for Resale pursuant to the terms of Attachment 1 hereto.

1.104 “Revenue Accounting Office Status Company” or “RAO” is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

1.105 “Serving Wire Center” or “SWC” is as described in Attachment 3 of this Agreement

1.106 “Shared Tenant Service” or “STS” is as defined in BellSouth’s appropriate General Subscriber Service Tariff.

1.107 “Shared Transport” or “Common Transport” is as defined in Attachment 2 of this Agreement.

1.108 “Signal Transfer Points” (“STPs”) are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 (“SS7”) messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

1.109 “Signaling Links” are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between e.spire designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

1.110 “Subsidiary” means a corporation or other legal entity owned or controlled by a Party.

1.111 “Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination of

termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 700 access, 800/888/877 access, and 900 access and their successors or similar Switched Exchange Access Services

[BellSouth will not agree to the shaded language without the addition of “Internet Protocol (IP) Telephony”]

1.112 “Synchronous Optical Network” or “SONET” means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

1.113 “Tandem Office Switches” or “Tandems” which are used to connect and switch trunk circuits between and among other Central Office Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch at the election of the Party providing service. For purposes of this Agreement, the e.s.pire local switch functions as both a Tandem and an End Office Switch.

[BellSouth will not agree to the shaded language – it will not agree to contract language implementing FCC Rule 51.711]

1.114 “Tariff” means any applicable and effective federal or state tariff of a Party, that is filed with the FCC or Commission, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include BellSouth’s “Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services” which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

1.115 “Tax” is As Defined in Part A hereof.

1.116 “Technically Feasible Point” is As Described in the Act.

1.117 “Telecommunications” is As Defined in the Act.

1.118 “Telecommunications Act of 1996” means Public Law 104-104 of the United States Congress effective February 8, 1996 as amended, and any rules, and regulations promulgated thereunder.

1.119 “Telecommunications Carrier” is As Defined in the Act.

1.120 “TRS” refers to Telecommunications Relay Service.

1.121 “Telecommunications Service” is As Defined in the Act.

1.122 “Telcordia” is the former Bell Communications Research, Inc.

1.123 “Telephone Exchange Service” is As Defined in the Act.

1.124 “Telephone Toll Service” is As Defined in the Act.

1.125 “Toll Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that Party’s network and is not Local Traffic or ancillary traffic. Toll Traffic may be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic,” depending on whether the originating and terminating points are within the same LATA.

1.126 “Transit Traffic” means any traffic that originates from or terminates at e.spire’s network, “transits” BellSouth’s network substantially unchanged, and terminates to or originates from a third carrier’s network, as the case may be.

1.127 “Transit Traffic Service” provides e.spire with the ability to use its connection to a BellSouth Tandem for the delivery of calls which originate or terminate with e.spire and ~~terminate to or originate from a carrier other than BellSouth, such as another CLEC, an ILEC other than BellSouth.~~ In these cases, neither the originating nor terminating End User is a subscriber of BellSouth for the purpose of Transit Traffic Service. This service is provided through BellSouth’s Tandems.

1.128 “Transport” network element is as defined in Attachment 2 of this Agreement.

1.129 “Transport and Termination” is As Described in the Act.

1.130 “V&H Coordinates” means vertical and horizontal coordinates.

1.131 “Virtual Collocation” is As Defined in the Act.

1.132 “Voice Grade ” means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 kbps channel), the term “DS-0” may also be used.

1.133 “White Pages Directories” means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

1.134 “Yellow Pages Directories” means directories of business telephone numbers classified by business type.

SCHEDULE OF E.SPIRE OPERATING SUBSIDIARIES

American Communication Services of Atlanta, Inc.

American Communication Services of Baton Rouge, Inc.

American Communication Services of Birmingham, Inc.

American Communication Services of Charleston, Inc.

American Communication Services of Columbia, Inc.
American Communication Services of Columbus, Inc.
American Communication Services of Greenville, Inc.
American Communication Services of Jackson, Inc.
American Communication Services of Jacksonville, Inc.
American Communication Services of Knoxville, Inc.
American Communication Services of Lexington, Inc.
American Communication Services of Louisiana, Inc.
American Communication Services of Louisville, Inc.
American Communication Services of Mobile, Inc.
American Communication Services of Montgomery, Inc.
American Communication Services of Shreveport, Inc.
American Communication Services of Spartanburg, Inc.
American Communication Services of Tampa, Inc.
ACSI Local Switched Services, Inc.

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Attachment 1

Resale

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RESALE

1. Discount Rates

e.spire shall be permitted to purchase all Telecommunications Services that BellSouth provides at retail to subscribers that are not Telecommunications Carriers at a wholesale discount rate off of the retail rate for the Telecommunications Service. The wholesale discount shall be as set forth in Exhibit A to this Attachment, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided or avoidable by BellSouth when selling a service for wholesale purposes as established by the applicable state Commissions.

2. Resale at Wholesale Rates – Section 251(c)(4)

2.1 At the request of e.spire, BellSouth shall make available to e.spire for resale at wholesale rates all Telecommunications Services that BellSouth provides at retail to subscribers who are not Telecommunications Carriers, as required by Section 251(c)(4) of the Act (the “Resale Services”) and applicable FCC orders and rules, at the terms, conditions and limitations set forth in this Agreement. Resale Services shall include, but not be limited to, the following categories of Telecommunications Services as long as they continue to be provided by BellSouth at retail to subscribers who are not telecommunications carriers:

- (i) Local Service - Residence, as described in the applicable Tariff;
- (ii) Local Service - Business, as described in the applicable Tariff;
- (iii) Message Toll Service, as described in the applicable Tariff;
- (iv) PBX Trunk, as described in the applicable Tariff;
- (v) ISDN Services, as described in the applicable Tariff;
- (vi) Centrex Service, as described in the applicable Tariff;
- (vii) Private Line Services, as described in the applicable Tariff;
- (viii) IntraLATA Inbound Services, as described in the applicable Tariff;
- (ix) Customer Owned Pay Telephone Access Line Services, as described in the applicable Tariff; and
- (x) Frame Relay Service, as described in the applicable Tariff.

Resale Services shall be made available to e.spire at the discount rates set forth in this Attachment to the Agreement.

2.2 Other Services

- 2.2.1 BellSouth may, at its sole discretion, and as agreed to by e.spire, make available to e.spire under this Agreement services other than Telecommunications Services for resale at rates, terms and conditions agreed upon by the Parties.
- 2.2.2 "Grandfathered Services" include any Telecommunications Services, which BellSouth offers to existing subscribers of applicable retail services, but not to new subscribers. BellSouth agrees to make Grandfathered Services available to e.spire for resale to any End User of BellSouth that subscribes to a Grandfathered Service from BellSouth at the time of its selection of e.spire as its service provider; provided that if such ~~Grandfathered Services are provided under a Shared Tenant Service~~ arrangement, such Grandfathered Services shall be available for resale by e.spire to all existing and future tenants of the premises covered by the Shared Tenant Service arrangement. If a Telecommunications Service is subsequently classified as a Grandfathered Service by BellSouth, BellSouth agrees to continue to sell such Grandfathered Service to e.spire for resale to e.spire's Customers that subscribe to such Grandfathered Service at the time it is so classified by BellSouth, on the same terms and conditions that BellSouth sells the service to its own end users.
- 2.2.3 Excepting the application of the wholesale discount specified in Exhibit A hereto, each Party acknowledges that Resale Services shall be available to e.spire on the same basis as offered by BellSouth to itself or to any Subsidiary, Affiliate, or any other Person to which BellSouth directly provides the Resale Services, including BellSouth's retail End Users and other resellers of BellSouth's Telecommunications Services, provided that such Resale Services shall be provided (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by BellSouth as an incumbent LEC to any other Person, and (ii) to the same extent as BellSouth's retail Telecommunications Services are subject to the availability of facilities.

3. General Provisions

- 3.1 BellSouth shall make available Telecommunications Services and other services specified herein for resale at the rates set forth herein to this Attachment and subject to the exclusions and limitations set forth in Exhibit B to this Attachment. Neither Party hereby waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. The Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the Parties agree that appropriate modifications to

this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

- 3.2 e.spire may purchase Resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 e.spire must resell services to other End Users.
 - 3.2.2 e.spire must order services through resale interfaces, *i.e.*, the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
 - 3.2.3 e.spire cannot be a CLEC for the single purpose of selling to itself.
- 3.3 BellSouth shall not be required to provide to e.spire Resale Services at a wholesale rate when those services are offered at a special promotional rate if:
 - (a) Such promotions involve rates that will be in effect for not more than ninety (90) days; and
 - (b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a series of ninety (90) day promotional rates.
- 3.4 The provision of services by BellSouth to e.spire does not constitute a joint undertaking for the furnishing of any service.
- 3.5 e.spire will be the Customer of Record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from e.spire for all services.
- 3.6 e.spire will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein.
- 3.7 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth.
- 3.8 BellSouth maintains the right to serve directly any End User within the service area of e.spire. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of e.spire.
- 3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

- 3.10 Current telephone numbers may normally be retained by the End User. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to require the continuance of service through any particular Central Office. BellSouth reserves the right to change such numbers, or the Central Office designation associated with such numbers, or both, whenever such change is reasonably necessary to the conduct of business.
- 3.11 For the purpose of the resale of BellSouth's Telecommunications Services by e.spire, BellSouth will provide e.spire with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. e.spire acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request on a nondiscriminatory basis that e.spire cancel its reservations of numbers. e.spire shall comply with such request.
- 3.12 Upon e.spire's request, and for the purpose of the resale of BellSouth's telecommunications services by e.spire, BellSouth will reserve up to 100 telephone numbers per CLLIC, for e.spire's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. e.spire acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of e.spire's reasonable need in that particular CLLIC.
- 3.13 BellSouth may provide any Telecommunications Service it offers to its End Users or facility for which a charge is not established herein, as long as it is offered on the same terms to e.spire at rates that reflect the resale discount expressed in Exhibit A hereto.
- 3.14 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.15 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.16 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.17 BellSouth accepts no responsibility to any person for any unlawful act committed by e.spire or its End Users as part of providing service to e.spire for purposes of resale or otherwise.
- 3.18 The Parties will cooperate fully with law enforcement agencies with subpoenas and court orders as specified in Section 17 of the General Terms and Conditions of this Agreement.

- 3.19 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
- 3.19.1. Interfere with or impair service over any facilities of BellSouth, its Affiliates, or its connecting and concurring carriers involved in its service;
 - 3.19.2. Cause damage to BellSouth's plant;
 - 3.19.3. Impair the privacy of any communications; or
 - 3.19.4. Create hazards to any BellSouth employees or the public.
- 3.20 e.spire assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by e.spire.
- 3.21 Facilities and/or equipment utilized by BellSouth to provide service to e.spire remain the property of BellSouth.
- 3.22 White Page Directory Listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.
- 3.23 BellSouth shall provide electronic access to customer record information to e.spire in accordance with the terms of Attachment 6 (OSS, O&P) to the Agreement.
- 3.24 Where available to BellSouth's end users, BellSouth shall provide the following Telecommunications Services at a discount to allow for voice mail services:
- Simplified Message Desk Interface - Enhanced ("SMDI-E")
 - Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
 - Call Forward on Busy/Don't Answer ("CF-B/DA")
 - Call Forward on Busy ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- 3.25 BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale at rates charged to BellSouth End Users, but without the wholesale discount.
- 3.26 BellSouth's Inside Wire maintenance service plan shall be made available for resale at rates, terms and conditions offered to BellSouth and End Users, but without the wholesale discount.
- 3.27 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in the BellSouth FCC No. 1 tariff. This charge will not be discounted.

- 3.28 BellSouth shall refer all questions regarding any e.spire service or product directly to e.spire. BellSouth shall use its best efforts to ensure that all BellSouth representatives who receive inquiries regarding e.spire services do not in any way disparage or discriminate against e.spire or its products or services.
- 3.29 The same quality standards that BellSouth requires of its employees when contacting BellSouth End Users (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with e.spire End Users.

4. BellSouth's Provision of Services to e.spire

- 4.1 e.spire agrees that its resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service End Users can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by e.spire to establish authenticity of use. Such audit shall not occur more than once in a calendar year. e.spire shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.
- 4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services.
- 4.3 e.spire may resell services only within the specific resale service area as defined in its certificate.
- 4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. Resale of this information is prohibited.

- 4.5 e.spire may provide both flat and measured rate service on the same business premise to the same subscribers (End Users) only in accordance with Section A2 of BellSouth's General Subscriber Tariff.

5. New Resale Services; Changes in Provision of Resale Services

BellSouth shall use best efforts to provide e.spire forty-five (45) days advance notice via Internet posting of changes to the prices, terms or conditions of services available for Resale. To the extent that revisions occur between the time BellSouth notifies e.spire of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will notify e.spire of such revisions consistent with its internal notification process; provided that, e.spire shall not utilize any notice given under this subsection to market resold offerings of that service in advance of BellSouth. In addition, upon request BellSouth shall furnish e.spire with copies of publicly available service descriptions ~~regarding the Resale Services. Notwithstanding the foregoing, e.spire shall not utilize~~ any such BellSouth service descriptions as part of its own sales or marketing efforts.

6. Maintenance of Services

- 6.1 e.spire will adhere to the reasonable and nondiscriminatory procedures established by BellSouth regarding maintenance and installation of service, provided such procedures are at parity with those used by BellSouth when providing such services to its own End Users.
- 6.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 6.3 e.spire or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 6.4 e.spire accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 6.5 e.spire will be BellSouth's single point of contact for all repair calls on behalf of e.spire's End Users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 6.6 BellSouth will bill e.spire for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 6.7 BellSouth reserves the right to contact e.spire's End Users, if deemed necessary, for maintenance purposes.

7. Establishment of Service

- 7.1 e.spire shall obtain government authorization where required to provide Telecommunications Services under this Attachment.
- 7.2 e.spire will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for e.spire's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide Telecommunications Services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.
- 7.3 Service orders will be in a standard format designated by BellSouth.
- 7.4 When notification is received from e.spire that a current End User of BellSouth will subscribe to e.spire's service, standard service order intervals for the appropriate class of service will apply.
- 7.5 BellSouth will not require End User confirmation prior to establishing service for e.spire's End User customer. e.spire must, however, be able to demonstrate End User authorization upon request.
- 7.6 e.spire will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the End User for conversion of the End User's service from e.spire to BellSouth or will accept a request from another CLEC for conversion of the End User's service from e.spire to the other LEC. BellSouth will notify e.spire within five (5) business days via US mail that such a request has been processed.
- 7.7 If BellSouth determines that an unauthorized change in local service to e.spire has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess e.spire as the CLEC initiating the unauthorized change, the unauthorized change charge described in BellSouth FCC. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to e.spire. These charges will be refunded, if e.spire provides satisfactory proof of authorization.
- 7.7 BellSouth reserves the right to secure the account with a suitable form of security deposit not to exceed two (2) estimated months billing, unless satisfactory credit already has been established. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

- 7.7.1 The fact that a security deposit has been made in no way relieves from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 7.7.2 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 7.7.3 In the event that e.spire defaults on its account, service to e.spire will be terminated and any security deposits held will be applied to its account.
- 7.7.4 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 7.8 Orders to switch services "as is" shall be treated as a change of service and shall *not* be treated as a disconnection and subsequent reconnection of service.
- 7.9 BellSouth shall provide e.spire notification of disconnects, updated and delivered once daily, via an electronic process known as OUTPLOC.

8. Payment And Billing Arrangements

- 8.1 BellSouth shall bill e.spire on a current basis all applicable charges and credits.
- 8.2 Payment of all charges will be the responsibility of e.spire. e.spire shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by e.spire from e.spire's End User. BellSouth will not become involved in billing disputes that may arise between e.spire and its End User. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an End User's account.
- 8.3 BellSouth will render bills each month on established bill days for each of e.spire's accounts.
- 8.4 BellSouth will bill e.spire, in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill e.spire, and e.spire will be responsible for and remit to BellSouth, all government mandated surcharges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
- 8.5 The payment will be due by the next bill date (*i.e.*, same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

- 8.5.1 If the payment due date falls on a Sunday or on a holiday which is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 8.7 following, shall apply.
- 8.5.2 If e.spire requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to e.spire.
- 8.6 Billing Disputes. Any billing disputes shall be handled in accordance with ~~Section 26 of the General Term and Conditions and Attachment 7 of this Agreement.~~
- 8.7 Upon proof of tax exempt certification from e.spire, the total amount billed to e.spire will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. e.spire will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to e.spire's end user.
- 8.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.
- 8.9 Any switched access charges properly billed to interexchange carriers for access to the resold local exchange lines will be billed by, and due to, BellSouth. e.spire shall bill access charge components properly billed to End Users.
- 8.10 BellSouth will not perform billing and collection services for e.spire as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 8.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill e.spire directly the end user common line charges in the amount identical to the end user common line charges BellSouth bills its end users.
- 8.12 In general, BellSouth will not become involved in disputes between e.spire and e.spire's End User customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, e.spire shall contact the designated Service Center for resolution. BellSouth will make every effort to

assist in the resolution of the dispute and will work with e.spire to resolve the matter in as timely a manner as possible. e.spire may be required to submit documentation to substantiate the claim.

9. Discontinuance of Service

9.1 The procedures for discontinuing service to an End User are as follows:

9.1.1 Where possible, BellSouth will deny service to e.spire's End User on behalf of, and at the request of, e.spire. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of e.spire.

9.1.2 At the request of e.spire, BellSouth will disconnect -an e.spire End User customer.

9.1.3 All requests by e.spire for denial or disconnection of an End User for nonpayment must be in writing.

9.1.4 e.spire will be made solely responsible for notifying the End User of the proposed disconnection of the service.

9.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise e.spire when it is determined that annoyance calls are originated from one of their End User's locations. BellSouth shall be indemnified, defended and held harmless by e.spire and/or the End User against any claim, loss or damage arising from providing this information to e.spire. It is the responsibility of e.spire to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the End User's service.

9.1.6 Use of Facilities. When an End User of e.spire elects to discontinue service from e.spire and to transfer service to another LEC, including BellSouth, BellSouth shall have the right to reuse the facilities provided to e.spire for retail or Resale service or as, unbundled Loops or unbundled Ports for that End User. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state, and BellSouth has received an order to establish new service, or transfer service from an End User or an End User's CLEC, at the same address served by the denied facility.

9.1.6.1 The foregoing applies when BellSouth has received a new order from the End User or the End User's new LEC for a retail service or Resale service or for a UNE which the End User or the End User's new LEC has indicated constitutes a transfer of service from the LEC to another provider (*i.e.*, the order is not for a new line or an additional line).

9.1.6.2 The order for retail service, Resale service, unbundled Loop and/or Port can be for either Exchange or private line service.

- 9.2 The procedures for discontinuing service to e.spire are as follows:
- 9.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by e.spire of the rules and regulations of BellSouth's Tariffs.
 - 9.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to e.spire, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by ~~e.spire to receive notices of noncompliance, and discontinue the provision~~ of existing services to e.spire at any time thereafter.
 - 9.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
 - 9.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and e.spire's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to e.spire without further notice.
 - 9.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, e.spire's services will be discontinued. Upon discontinuance of service on a e.spire's account, service to e.spire's End Users will be denied. BellSouth will also reestablish service at the request of the End User or e.spire upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. e.spire is solely responsible for notifying the End User of the proposed disconnection of the service.
 - 9.2.6 If within fifteen days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

10. **Functionality Required to Support Resale Service**

- 10.1 LEC-Assigned Telephone Calling Card Numbers. Effective as of the date of an End User's subscription to e.spire's service, BellSouth shall block the LEC-assigned telephone line calling card number (including area code) ("TLN") from the Line Identification Database ("LIDB"), unless otherwise agreed by e.spire in the Implementation Plan.
- 10.2 Telephone Assistance Programs. Telephone Assistance Programs shall be available for Resale as indicated in Exhibit B to this Attachment. Upon

conversion to e.spire's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary.

- 10.3 9-1-1 Services. BellSouth shall provide to e.spire "911" emergency call routing services in accordance with the terms of Attachment 2 to the Agreement.
- 10.4 Special Services. If BellSouth makes a notation on the Customer Service Record ("CSR") of End Users who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("Special Services"), BellSouth shall provide such data to e.spire on the CSR made available to BellSouth for its End Users. For usage by an e.spire End User of a Telephone Relay Service ("TRS"), BellSouth shall provide e.spire with all billing information furnished to BellSouth by the provider of the TRS.
- 10.5 TTY/TDD. BellSouth shall cooperate with e.spire to provide services and equipment necessary to serve TTY/TDD customers at rates, terms and conditions set forth in a separate agreement to be negotiated between the Parties.

11. Resale of Customer Specific Arrangements

- 11.1 CSAs shall be available for resale at the wholesale discount set forth in Exhibit A of this Attachment; provided, however, that in the event the Commission establishes a specific discount for CSAs such discount shall apply thereafter. e.spire may resell a CSA to the end user for whom the CSA was constructed or to end users similarly situated to the specific end user for whom the CSA was constructed. Customers shall be deemed to be similarly situated when the quantity of use; time of use; manner of service; and costs of rendering the service are the same. In cases where e.spire resells an existing CSA, no termination or rollover charges shall apply to the assignment of the CSA to e.spire provided that e.spire assumes the obligations set forth within the CSA. Notwithstanding the foregoing, BellSouth may impose a single service order charge (not to exceed the level of tariffed service order charges for comparable services) to recover the cost of changing the billing name on the account.

12. Line Information Database (LIDB)

- 12.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
- 12.2 BellSouth will provide LIDB Storage upon written request to e.spire Account Manager stating requested activation date.

13. RAO Hosting

- 13.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDs) are as set forth in Exhibit H of this Attachment.
- 13.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

14. Optional Daily Usage File (ODUF)

- 14.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.
- 14.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

15. Enhanced Optional Daily Usage File (EODUF)

- 15.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit F. Rates for EODUF are as set forth in Exhibit H of this Attachment.
- 15.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

16. Calling Name Delivery (CNAM) Database Service

- 16.1 Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit F. Rates for CNAM are as set forth in Exhibit H of this Attachment.
- 16.2 BellSouth will provide Calling Name Delivery (CNAM) Database service upon written request to its Account Manager stating requested activation date.

EXHIBIT A

APPLICABLE DISCOUNTS

The Telecommunications Services available for purchase by e.spire for the purposes of resale to e.spire End Users shall be available at the following discount off of the retail rate.

DISCOUNT*

<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>	<u>CSAs***</u>
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which e.spire may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	<u>Electronic</u> Per LSR received from the CLEC by one of the OSS interactive interfaces	<u>Manual</u> Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMECS	SOMAN

[e.spire believes that BellSouth should be required to lower its rates for manual order submission, or, in the alternative, establish a revised “threshold billing plan” that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts]

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

DENIAL/RESTORAL OSS CHARGE

In the event e.spire provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

CANCELLATION OSS CHARGE

e.spire will incur an OSS charge for an accepted LSR that is later canceled by e.spire.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

THRESHOLD BILLING PLAN

The Parties agree that e.spire will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

[e.spire believes that BellSouth should be required to lower its rates for manual order submission, or, in the alternative, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts]

**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

Type of Service	AL		FL		GA		KY		LA	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale ?	Discount?
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 3	Note 3	Yes	Yes
6 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8 AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13 End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

Type of Service	MS		NC		SC		TN	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 2
4 Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
6 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services	No	No	No	No	Yes	Yes	Yes	Yes

8	AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

- 1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, **promotions** will be made available only to end users who would have qualified for _____ the promotion had it been provided by BellSouth directly.
- 3 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, e.spire is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, e.spire shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. e.spire must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. e.spire is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that e.spire may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.
- 4 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 5 AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.

**LINÉ INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company

may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local

Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 199__, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified

party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further

agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 2000, between BellSouth Telecommunications, Inc. ("BST"), and Local Exchange Company ("Local Exchange Company"), effective the _____ day of _____, 2000.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number – a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

RAO Hosting

1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to e.spire by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
2. e.spire shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
3. Applicable compensation amounts will be billed by BellSouth to e.spire on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
4. e.spire must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from e.spire to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of e.spire and will coordinate all associated conversion activities.
5. BellSouth will receive messages from e.spire that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from e.spire.
7. All data received from e.spire that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
8. All data received from e.spire that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
9. BellSouth will receive messages from the CMDS network that are destined to be processed by e.spire and will forward them to e.spire on a daily basis.
10. Transmission of message data between BellSouth and e.spire will be via CONNECT:Direct.

11. All messages and related data exchanged between BellSouth and e.spire will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
12. e.spire will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
13. Should it become necessary for e.spire to send data to BellSouth more than sixty (60) days past the message date(s), e.spire will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and e.spire to notify all affected Parties.
- ~~14. In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or) e.spire) identified and agreed to, the company responsible for creating the data (BellSouth or) e.spire) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.~~
15. Should an error be detected by the EMI format edits performed by BellSouth on data received from e.spire, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify e.spire of the error condition. e.spire will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, e.spire will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
16. In association with message distribution service, BellSouth will provide e.spire with associated intercompany settlements reports (CATS and NICS) as appropriate.
17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
18. **RAO Compensation**
 - 18.1 Rates for message distribution service provided by BellSouth for e.spire are as set forth in Exhibit A to this Attachment.

- 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
- 18.3 Data circuits (private line or dial-up) will be required between BellSouth and e.spire for the purpose of data transmission. Where a dedicated line is required, e.spire will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. e.spire will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to e.spire. Additionally, all message toll charges associated with the use of the dial circuit by e.spire will be the responsibility of e.spire. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 18.4 All equipment, including modems and software, that is required on the e.spire end for the purpose of data transmission will be the responsibility of e.spire.

19. Intercompany Settlements Messages

- 19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by e.spire as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between e.spire and the involved company(ies), unless that company is participating in NICS.
- 19.2 Both traffic that originates outside the BellSouth region by e.spire and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by e.spire, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by e.spire, involves a company other than e.spire, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 19.3 Once e.spire is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of e.spire. BellSouth will distribute copies of these reports to e.spire on a monthly basis.
- 19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or

assign, on behalf of e.spire. BellSouth will distribute copies of these reports to e.spire on a monthly basis.

- 19.6 BellSouth will collect the revenue earned by e.spire from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of e.spire. BellSouth will remit the revenue billed by e.spire to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of e.spire. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to e.spire via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by e.spire within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the ~~messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of e.spire.~~ BellSouth will remit the revenue billed by e.spire within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to e.spire via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and e.spire agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

Optional Daily Usage File

1. Upon written request from e.spire, BellSouth will provide the Optional Daily Usage File (ODUF) service to e.spire pursuant to the terms and conditions set forth in this section.
2. e.spire shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to e.spire customer.

Charges for delivery of the Optional Daily Usage File will appear on e.spire's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in the billing system of e.spire will be the responsibility of e.spire. If, however, e.spire should encounter significant volumes of errored messages that prevent processing by e.spire within its systems, BellSouth will work with e.spire to determine the source of the errors and the appropriate resolution.
6. **The following specifications shall apply to the Optional Daily Usage Feed.**

- 6.1 **Usage To Be Transmitted**

- 6.1.1 The following messages recorded by BellSouth will be transmitted to the e.spire:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll

- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to e.spire.
- 6.1.4 In the event that e.spire detects a duplicate on Optional Daily Usage File they receive from BellSouth, e.spire will drop the duplicate message. e.spire will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

- 6.2.1 The Optional Daily Usage File will be distributed to e.spire via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and e.spire for the purpose of data transmission. Where a dedicated line is required, e.spire will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. e.spire will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the

mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to e.spire. Additionally, all message toll charges associated with the use of the dial circuit by e.spire will be the responsibility of e.spire. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on e.spire end for the purpose of data transmission will be the responsibility of e.spire.

6.3 Packing Specifications

- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to e.spire which BellSouth RAO that is sending the message. BellSouth and e.spire will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by e.spire and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

- 6.4.1 e.spire will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. e.spire will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to e.spire by BellSouth.

6.5 Control Data

e.spire will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate e.spire received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by e.spire for reasons stated in the above section.

6.6 Testing

- 6.6.1 Upon request from e.spire, BellSouth shall send test files to e.spire for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that e.spire set up a production (LIVE) file. The live test may consist of e.spire's employees making test calls for the types of services e.spire requests on the Optional Daily Usage File. These test calls are logged by e.spire, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from e.spire, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to e.spire pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. e.spire shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on e.spire's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in the billing system of e.spire will be the responsibility of the e.spire. If, however, e.spire should encounter significant volumes of errored messages that prevent processing by e.spire within its systems, BellSouth will work with e.spire to determine the source of the errors and the appropriate resolution.
6. **The following specifications shall apply to the Optional Daily Usage Feed.**

6.1 Usage To Be Transmitted

- 6.1.1 The following messages recorded by BellSouth will be transmitted to e.spire:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

- 6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to e.spire.
- 6.1.3 In the event that e.spire detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, e.spire will drop the duplicate message e.spire will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

- 6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to e.spire over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among e.spire's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and e.spire for the purpose of data transmission. Where a dedicated line is required, e.spire will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. e.spire will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to e.spire. Additionally, all message toll charges associated with the use of the dial circuit by e.spire will be the responsibility of e.spire. Associated equipment on the BellSouth end,

including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on e.spire end for the purpose of data transmission will be the responsibility of e.spire.

6.3 Packing Specifications

- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to e.spire which BellSouth RAO that is sending the message. BellSouth and e.spire will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by e.spire and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN

for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. ATTACHMENT

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to the e.spire access to the BellSouth CNAM SCP for query or record storage purposes.
- 2.2 e.spire shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to e.spire's access to BellSouth's CNAM Database Services and shall be addressed to e.spire's Account Manager.

3. PHYSICAL CONNECTION AND COMPENSATION

- 3.1 BellSouth's provision of CNAM Database Services to e.spire requires interconnection from e.spire to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, e.spire shall provide its own CNAM SSP. e.spire's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If e.spire elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that e.spire desires to query.
- 3.4 Out-Of-Region Customers. If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will

be established by mutual agreement of the parties and writing shall, by this reference become an integral part of this Agreement.

4. CNAM RECORD INITIAL LOAD AND UPDATES

- 4.1 The mechanism to be used by e.spire for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by e.spire in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of e.spire to provide accurate information to BellSouth on a current basis.
- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 e.spire CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulation.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

- 1.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.
- 1.2 BellSouth shall, upon request of e.spire, and to the extent technically feasible, provide to e.spire access to its network elements for the provision of e.spire's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.3 e.spire may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner e.spire chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by e.spire for combining to the designated e.spire collocation space. The network elements shall be provided as set forth in this Attachment.
- 1.4 BellSouth will provide the following combined network elements for purchase by e.spire. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:
- SL2 loop and cross connect
 - Port and cross connect
 - Port and cross connect and common (shared) transport
 - Port and vertical features
 - SL2 Loop with loop concentration
 - Port and common (shared) transport
 - SL2 Loop and LNP
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.6 In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

1.7 e.spire will adopt and adhere to the reasonable and nondiscriminatory standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

1.8 BellSouth will provide reasonable and nondiscriminatory access to Network Elements on an unbundled basis, pursuant to the terms, conditions and rates set forth in this attachment, and in accordance with all effective rules and decisions of the FCC and the Commission

[BellSouth considering use of word "effective"]

1.9 **UNE Combinations.** Consistent with FCC Rule 315(b), upon request by e.spire, BellSouth shall provide e.spire with access to existing combinations of network elements in BellSouth's network. Such combinations must be made available at Commission approved, cost-based rates for the individual network elements contained in this Attachment and shall be used by e.spire to provide a significant amount of local exchange service, in addition to exchange access service, to a particular End User.

[Based on UNE Remand Order, and FCC Rule 51.315(b); BellSouth undecided on incorporating language from rule]

1.10 **Conversion of Special Access Circuits to Enhanced Extended Links ("EELs").** Pursuant to FCC Rule 51.315(b), in specific circumstances, BellSouth is presently obligated to provide access to the EEL, which is a combination of loop and transport network elements combined by BellSouth. In particular, BellSouth may not separate loop and transport elements that are currently combined and purchased through its special access tariffs. Within 10 days of a request by e.spire, BellSouth must convert such special access circuits to a loop-transport combination (an EEL) at unbundled network element prices amounting to the sum of Commission approved, cost-based rates for the individual network elements contained in this Attachment or at such lower rate established by the Commission for a network element combinations. The non-recurring charge imposed for conversion of a special access line to a UNE combination, if any, shall be limited to a cost-based order entry fee. Unless and until the FCC or a Commission with jurisdiction rules otherwise, BellSouth's obligation to

convert special access circuits to EELs is limited to those instances where e.spire certifies that it will use such EELs to provide a significant amount of local exchange service, in addition to exchange access service, to a particular End User.

[Based on UNE Remand Order, ¶¶ 480, 486; UNE Remand Supplemental Order, ¶¶ 2, 3, 4, 5; and FCC Rule 315(b); BellSouth considering proposed language]

2. Unbundled Loops

- 2.1.1 BellSouth agrees to provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to the local loop on an unbundled basis pursuant to the following terms and conditions and at the TELRIC-based rates approved by the Commission and set forth in this Attachment.

[Based on the UNE Remand Order and Rule 319(a); BellSouth considering language]

- 2.1.2 Consistent with the terms of FCC Rule 51.507, BellSouth shall make establish different rates for each UNE specified herein in at least three (3) defined geographic areas in each state to reflect geographic cost differences. Such geographically deaveraged rates shall be applied to both non-recurring and recurring charges, and make effective under this Agreement no later than May 1, 2000.

[BellSouth considering proposed language]

2.2 Definition

- 2.2.1 The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber (as described in Section 14 hereof), attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and loop conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops. Unless otherwise requested, all loops will be provisioned with a Network Interface Device ("NID").

[Based on the UNE Remand Order and Rule 319(a)(1); BellSouth considering proposed language]

- 2.2.2 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

"Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and e.spire advised.

"Order Coordination - Time Specific" refers to service order coordination in which e.spire requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. e.spire may specify a time between 8:00 a.m. and 5:00 p.m. (location time) Monday through Friday (excluding holidays). If e.spire specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process shall be 305 business days and is separate from the installation interval. No special charges will be imposed by BellSouth for processing expedite requests or due to order cancellation.

[BellSouth opposes specifying a SI interval; it also wants to assess expedite charges for intervals less than 5 days, and order cancellation charges. E.spire believes expected and cancellation charges are unfair until BellSouth agrees to late delivery penalties.]

If e.spire modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by e.spire.

[Please provide language you suggested for "loop intervals" (single loop w/in 15 min.; 10 loops w/in 60 min.; 30 loops w/in 120 min.; 30+ -- project). Also, please provide more specific language on your DSL compatible loops.]

- 2.2.3 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same

manner and time frames that BellSouth normally activates POTS-type loops for its customers. If e.spire requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

SL2 loops shall have test points, will be designed with a Design Layout Record provided to e.spire, and will be provided with Order Coordination. The OC feature will allow e.spire to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

- 2.2.4 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).
- 2.2.5 As a chargeable option on all loops except UVL-SL1, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow e.spire the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.2.6 e.spire will be responsible for testing and isolating troubles on the loops. Once e.spire has isolated a trouble to the BellSouth provided loop, e.spire will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.2.7 If e.spire reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge e.spire for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.2.8 If e.spire reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge e.spire for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.3 [Parties have agreed to the following loop cutover intervals: single loop within 15 minutes; 10 loops within 60 minutes; 30 loops within 120 minutes; 30+ = project. BellSouth to provide language.]
- 2.4 Technical Requirements
- 2.4.1 To the extent available within BSI's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). Additional services may include digital PBXs,

primary rate ISDN, xDSL, and Nx 64 kb/s. If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet the CLEC's request.

- 2.4.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.3.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by e.spire will be consistent with industry standards and BST's TR73600.
- 2.4.1.2 In some instances, e.spire will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that e.spire can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. e.spire will determine the type of service that will be provided over the loop. In some cases, e.spire may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.

In cases in which e.spire has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement.

e.spire, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to e.spire's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. e.spire will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

In addition, e.spire recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that e.spire has placed on the loop. If this occurs, BellSouth will work cooperatively with e.spire to restore the circuit to its previous modified status as quickly as possible. e.spire will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

- 2.4.2 The loop shall be provided to e.spire in accordance with the following Technical References:

BellSouth's TR73600, Unbundled Local Loop Technical Specification

- 2.4.2.1 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

- 2.4.2.2 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 2.4.2.3 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 2.4.2.4 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

2.5 Loop Conditioning

[This section is based on the UNE Remand Order and Rule 51.319(a)(3); BellSouth is considering proposed language for entire Section 2.4]

- 2.5.1 BellSouth shall condition loops, as requested by e.spire, whether or not BellSouth offers advanced services to the End User on that loop.

- 2.5.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

- 2.5.3 BellSouth shall recover the cost of line conditioning requested by e.spire through a nonrecurring charge set by the Commission in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252(d)(1) of the Act and in compliance with FCC Rule 51.507(e).

- 2.5.4 To the extent technically feasible, and using testing equipment that exists within BellSouth's network, BellSouth shall test and report trouble for all the features, functions, and capabilities of conditioned loops; and may not restrict testing to voice transmission only.

3. Integrated Digital Loop Carriers [e.spire to prepare counter]

- 3.1.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit e.spire to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide e.spire with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. e.spire will then have the option of paying the one-time SC rates to

place the loop facilities or e.spire may chose some other method of providing service to the end-user (e.g., resale, private facilities, etc.).

4. **Network Interface Device**

4.1 **Definition**

- 4.1.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross connect device used for that purpose. BellSouth shall permit e.spire to connect its own loop facilities to on-premises wiring through BellSouth's network interface device, or at any other technically feasible point.

[Based on the UNE Remand Order and Rule 319(b); BellSouth considering proposed language]

4.2 **Technical Requirements**

- 4.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.
- 4.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.
- 4.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.
- 4.2.4 The NID shall be capable of withstanding all normal local environmental variations.
- 4.2.5 Where feasible, the NID shall be physically accessible to e.spire designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, e.spire shall obtain entrance permission directly from the end user.
- 4.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, e.spire may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow e.spire to disconnect the BellSouth loop from the BellSouth NID in order to connect e.spire's loop to the BellSouth NID. In these cases, e.spire accepts all liability associated with this process and it is e.spire's responsibility to make sure the disconnected BellSouth loop is properly grounded.

4.3 **Interface Requirements**

- 4.3.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:
 - 4.3.1.1 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";
 - 4.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";
 - 4.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";
 - 4.3.1.4 Telcordia (formerly BellCore) Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

5. **Unbundled Loop Concentration (ULC) System**

- 5.1.1 BellSouth will provide to e.spire loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 5.1.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to e.spire at e.spire's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

6. **Sub-Loop Elements**

- 6.1 BellSouth shall offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC), and Unbundled Network Terminating Wire (UNTW), as specified hereafter. BellSouth shall provide nondiscriminatory access, in accordance with § 51.311 and section 251(c)(3) of the Act, to the subloop, including any inside wiring owned or controlled by BellSouth, on an unbundled basis pursuant to the following terms and conditions and at the rates approved by the Commission and set forth in this Attachment.

[Based on the UNE Remand Order and Rule 319(a); BellSouth considering proposed language]

6.2 Unbundled Sub-Loop (USL)

6.2.1 Definition

- 6.2.1.1 The sub-loop network element is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire, if any. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface.

[Based on the UNE Remand Order and Rule 51.319(a)(2); BellSouth considering proposed language]

- 6.2.1.2 *Inside Wire.* Inside wire is defined as all loop plant owned by the BellSouth on end-user customer premises as far as the point of demarcation, including the loop plant near the end-user customer premises. Carriers may access the inside wire subloop at any technically feasible point including, but not limited to, the network interface device, the minimum point of entry, the single point of interconnection, the pedestal or the pole.

[BellSouth believes this section is unnecessary]

- 6.2.1.3 *Technical feasibility.* If parties are unable to reach agreement, pursuant to voluntary negotiations, as to whether it is technically feasible, or whether sufficient space is available, to unbundle the sub-loop at the point where a carrier requests, BellSouth shall have the burden of demonstrating to the Commission, pursuant to state arbitration proceedings under section 252 of the Act, that there is not sufficient space available, or that it is not technically feasible, to unbundle the sub-loop at the point requested.

[Based on the UNE Remand Order and Rule 51.319(a)(2)(B); BellSouth considering proposed language]

- 6.2.1.4 *Best practices.* Once any state commission has determined that it is technically feasible to unbundle sub-loops at a designated point, BellSouth shall have the burden of demonstrating, pursuant to state arbitration proceedings under section 252 of the Act, that it is not technically feasible, or that sufficient space is not available, to unbundle its own loops at such a point.

[Based on the UNE Remand Order and Rule 51.319(a)(2)(C)]

- 6.2.1.5 *Sub-loop access via collocation.* BellSouth must provide access to the sub-loop in accordance with the FCC's collocation rules, 47 C.F.R. §§ 51.321-323.

[Based on the UNE Remand Order and Rule 51.319(a)(2)(D); BellSouth considering proposed language]

- 6.2.1.6 *Single point of interconnection.* BellSouth shall provide a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers. This obligation is in addition to BellSouth's obligation to provide nondiscriminatory access to sub-loops at any technically feasible point. If parties are unable to negotiate terms and conditions regarding a single point of interconnection, issues in dispute, including compensation due BellSouth under forward-looking pricing principles, shall be resolved under the dispute resolution processes in this Agreement.

[Based on the UNE Remand Order and Rule 51.319(a)(2)(E); BellSouth considering proposed language]

6.2.2 Requirements for All Unbundled Sub-Loops

- 6.2.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In these scenarios, e.spire would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal or cross-box. This cable would be connected, by a BST technician, to a cross-connect panel within the BellSouth RT/cross-box. e.spire's cable pairs can then be connected to BST's USL within the BST cross-box by the BST technician.

6.2.3 Interface Requirements

- 6.2.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

- 6.2.3.2 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;

6.3 Unbundled Sub-Loop Concentration System (USLC)

- 6.3.1 BellSouth will provide e.spire with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into e.spire's collocation space. TR-008 and TR303 interface standards are available.

- 6.3.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of e.spire's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of e.spire's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A

minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

- 6.3.3 In these scenarios e.spire would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow e.spire's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.
- 6.4 Unbundled Network Terminating Wire (UNTW)
- 6.4.1 BellSouth will provide e.spire with access to its Unbundled Network Terminating Wire (UNTW) pursuant to the following terms and conditions at rates as set forth in this Attachment, and in a manner consistent with FCC rules and decisions, including, but not limited to FCC Rule 51.319.

6.5 Definition

UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-dwelling unit (MDU) complex or multi-tenant unit (MTU) complex to the point of demarcation at the end-users location. The UNTW will not include a Network Interface Device (NID).

[BellSouth proposed Sections 6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4, 6.6.5 Deleted – these sections are not consistent with FCC Rule 319(a)(2)(A) and FCC policy established in the UNE Remand Order; BellSouth may request new language which is consistent with FCC rules as revised]

6.6 Technical Requirements

- 6.6.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a cross-connect panel designed for CLEC access to BellSouth's NTW. e.spire will be required to place a cross-box, terminal, or other similar device and deliver a cable to this cross-connect panel. e.spire will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

7. Switching

BellSouth agrees to offer access to local switching pursuant to the following terms and conditions and at the rates set forth in this Attachment.

7.1 Definition

- 7.1.1 BellSouth agrees to provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in FCC Rule 51.319(c)(1)(B), to e.spire for the provision of a telecommunications service. BellSouth shall be required to provide nondiscriminatory access in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act to packet switching capability on an unbundled basis to e.spire for the provision of a telecommunications service as described in Rule 51.319(c)(3)(B).

[Based on the UNE Remand Order and Rule 51.319(c); BellSouth considering proposed language]

- 7.2 Local Circuit Switching Capability, including Tandem Switching Capability. The local circuit switching capability network element is defined as:
1. Line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card;
 2. Trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and
 3. All features, functions and capabilities of the switch, which include, but are not limited to:
 - a. The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to the incumbent LEC's customers, such as a telephone number, white page listing and dial tone, and
 - b. All other features that the switch is capable of providing, including but not limited to, customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.

[Based on the UNE Remand Order and Rule 51.319(c)(1)(A); BellSouth considering proposed language]

- 7.3 Notwithstanding BellSouth's agreement to unbundle local circuit switching, e.spire agrees that BellSouth need not unbundle local circuit switching for e.spire in cases where BellSouth has obtained FCC approval that the conditions of Rule 51.319(c)(1)(A) have been met. In such cases where BellSouth has qualified for the exception to circuit switch unbundling described in said rule, BellSouth agrees that it will provide e.spire with nondiscriminatory, unrestricted, cost-based access to the enhanced extended link ("EEL") throughout the service territory for which the circuit switching unbundling exception applies. In such cases, access to the EEL will not be

limited to nor shall they replace UNE combinations made available through FCC Rule 51.315(b). In such cases, BellSouth agrees that it will continue to honor e.spire requests to convert special access circuits to EELs, as described in *Section 1.10* of this attachment.

[Based on the UNE Remand Order and Rule 51.319(c)(1)(B); BellSouth considering proposed language]

7.4 Local Tandem Switching Capability. The tandem switching capability network element is defined as:

1. Trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card;
2. The basic switch trunk function of connecting trunks to trunks; and
3. The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features;

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

[Based on the UNE Remand Order and Rule 51.319(c)(2); BellSouth considering proposed language]

7.5 Technical Requirements

7.5.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

- 7.5.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 7.5.1.2 Tandem Switching will provide screening as jointly agreed to by e.spire and BellSouth;
- 7.5.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
- 7.5.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by e.spire;

- 7.5.1.5 Tandem Switching shall provide all trunk interconnections discussed under the “Network Interconnection” section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 7.5.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 7.5.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 7.5.1.8 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 7.5.1.9 ~~Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).~~
- 7.5.1.10 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 7.5.1.11 Tandem Switching shall record billable events and send them to the area billing centers designated by e.spire. Tandem Switching will provide recording of all billable events as jointly agreed to by e.spire and BellSouth.
- 7.5.1.12 Upon a reasonable request from e.spire, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to e.spire.
- 7.5.1.13 BellSouth shall maintain e.spire's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 7.5.1.14 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 7.5.1.15 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by e.spire and BellSouth.
- 7.5.1.16 Tandem Switching shall process originating toll-free traffic received from e.spire local switch.

7.5.1.17 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

7.6 Interface Requirements

7.6.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

7.6.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

7.6.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

7.6.4 Tandem Switching shall interconnect with e.spire's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At e.spire's request, Tandem Switching shall record and keep records of traffic for billing.

7.6.5 Tandem Switching shall provide an alternate final routing pattern for e.spire traffic overflowing from direct end office high usage trunk groups.

7.6.6 Tandem Switching shall meet or exceed (i.e., be more favorable to e.spire) each of the requirements for Tandem Switching set forth in the following technical references:

7.6.7 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

7.6.8 GR-905-CORE covering CCSNIS;

7.6.9 GR-1429-CORE for call management features; and
GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection

7.7 Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers ("DSLAM"), including but not limited to:

1. The ability to terminate copper customer loops (which includes both a low-band voice channel and a high-band data channel, or solely a data channel);
2. The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

3. The ability to extract data units from the data channels on the loops, and
4. The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

[Based on the UNE Remand Order and Rule 51.319(c)(3); BellSouth considering proposed language]

7.7.2 BellSouth must provide nondiscriminatory access to unbundled packet switching, including DSLAMs in cases where each of the following conditions are satisfied:

1. BellSouth has deployed digital loop carrier systems, including but not limited to integrated digital loop carrier or universal digital loop carrier systems, or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault).
2. There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer.
3. BellSouth has not permitted a requesting carrier to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined by FCC Rule 51.319(b); and
4. BellSouth has deployed packet switching capability for its own use.

[Based on the UNE Remand Order and Rule 51.319(c)(3); BellSouth is considering proposed language]

7.7.3 Frame Relay UNEs. BellSouth shall make available to e.spire all UNEs necessary to the provision of frame relay services at the same rates, terms and conditions that any such frame relay UNEs are made available by BellSouth to any other telecommunications carrier. Such frame relay UNEs include, without limitation, the Network-to-Network Interface ("NNI"), User-to-Network Interface ("UNI"), Data Link Connection Identified ("DLCI") and Committed Information Rate ("CIR"). Any such frame relay UNE shall be made available to e.spire as of the same date that such frame relay UNEs are made available to any such other carrier.

[BellSouth agrees to concept, but is reviewing text.]

7.8 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by e.spire. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

- 7.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to e.spire purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. e.spire customers may use the same dialing arrangements as BellSouth customers, but obtain a e.spire branded service.
- 7.10 Technical Requirements
- 7.10.1 The requirements set forth in this *Section 7.12* apply to local circuit switching, but not to the packet switching function of local switching.
- 7.10.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).
- 7.10.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 7.10.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by e.spire will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 7.10.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 7.10.6 BellSouth shall activate service for an e.spire customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to e.spire's services without loss of switch feature functionality as defined in this Agreement.
- 7.10.7 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 7.10.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 7.10.9 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.
- 7.10.10 BellSouth shall perform manual call trace and permit customer originated call trace.

- 7.10.11 Special Services provided by BellSouth will include the following:
- 7.10.12 Telephone Service Prioritization;
- 7.10.13 Related services for handicapped;
- 7.10.14 Soft dial tone where required by law; and
- 7.10.15 Any other service required by law.
- 7.10.16 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 7.10.17 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 7.10.18 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to e.spire, upon a reasonable request from e.spire. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 7.10.19 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
 - 7.10.19.1 Basic and primary rate ISDN;
 - 7.10.19.1.1 Residential features;
 - 7.10.19.1.2 Customer Local Area Signaling Services (CLASS/LASS);
 - 7.10.19.1.3 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 7.10.19.1.4 Advanced intelligent network triggers supporting e.spire and BellSouth service applications.

BellSouth shall offer to e.spire all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

- 7.10.19.1.4.1 Off-Hook Immediate
- 7.10.19.1.4.2 Off-Hook Delay
- 7.10.19.1.4.3 Termination Attempt
- 7.10.19.1.4.4 6/10 Public Office Dialing Plan
- 7.10.19.1.4.5 Feature Code Dialing
- 7.10.19.1.4.6 Customer Dialing Plan
- 7.10.19.1.5 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to e.spire:
 - 7.10.19.1.5.1 Private EAMF Trunk
 - 7.10.19.1.5.2 Shared Interoffice Trunk (EAMF, SS7)
 - 7.10.19.1.5.3 N11
 - 7.10.19.1.5.4 Automatic Route Selection
- 7.10.19.2 Where capacity exists, BellSouth shall assign each e.spire customer line the class of service designated by e.spire (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from e.spire customers to e.spire directory assistance operators at e.spire's option.
- 7.10.19.3 Where capacity exists, BellSouth shall assign each e.spire customer line the class of services designated by e.spire (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from e.spire customers to e.spire operators at e.spire's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an e.spire Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 7.10.19.4 Local Switching shall be offered in accordance with the requirements of the following technical references:
 - 7.10.19.4.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
 - 7.10.19.4.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
 - 7.10.19.4.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.10.19.4.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.

7.10.20 Interface Requirements

7.10.20.1 BellSouth shall provide the following interfaces to loops:

7.10.20.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

7.10.20.3 Coin phone signaling;

7.10.20.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

7.10.20.5 Two-wire analog interface to PBX;

7.10.20.5.1 Four-wire analog interface to PBX;

7.10.20.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

7.10.20.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

7.10.20.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

7.10.20.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.10.20.10 BellSouth shall provide access to the following but not limited to:

7.10.20.11 SS7 Signaling Network or Multi-Frequency trunking if requested by e.spire;

7.10.20.12 Interface to e.spire operator services systems or Operator Services through appropriate trunk interconnections for the system; and

7.10.20.13 Interface to e.spire directory assistance services through the e.spire switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other e.spire required access to interexchange carriers as requested through appropriate trunk interfaces.

8. Interoffice Transmission Facilities

BellSouth agrees to provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to e.spire for the provision of a telecommunications service.

[Replaced - based on the UNE Remand Order and Rule 51.319(d); BellSouth considering proposed language]

8.1 **Interoffice transmission facility network elements include:**

1. **Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between switches or wire centers owned by BellSouth, or between switches or wire centers owned by BellSouth and e.spire;**
2. **Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;**
3. **Shared (common) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network;**

[Based on the UNE Remand Order and Rule 51.319(d); BellSouth considering proposed language]

8.1.2 **BellSouth agrees to:**

1. **Provide e.spire exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;**
2. **Provide all technically feasible transmission facilities, features, functions, and capabilities that e.spire could use to provide telecommunications services;**
3. **Permit, to the extent technically feasible, e.spire to connect such interoffice facilities to equipment designated by e.spire, including but not limited to, e.spire's collocated facilities; and**
4. **Permit, to the extent technically feasible, e.spire to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.**

[Based on the UNE Remand Order and Rule 319(d); BellSouth considering proposed language]

- 8.1.3 **Provided that the facility is used to transport a significant amount of local traffic, e.spire shall be entitled to convert existing interoffice transport services purchased as special access to the corresponding interoffice transport network element without early termination liability.**

8.2 Technical Requirements of Common (Shared) Transport

- 8.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.
- 8.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 8.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 8.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
- 8.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
- 8.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 8.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
- 8.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 8.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
- 8.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
- 8.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 8.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

- 8.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 8.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 8.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 8.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 8.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 8.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 8.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 8.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 8.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 8.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 8.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 8.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 8.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 8.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 8.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

- 8.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 8.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
- 8.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 8.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 8.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 8.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

8.3 Dedicated Transport

8.3.1 [Reserved]

8.3.1.1 [Reserved]

8.3.1.2 BellSouth shall offer Dedicated Transport in each of the following ways:

8.3.1.2.1 As capacity on a shared facility.

8.3.1.2.2 As a circuit (e.g., DS0, DS1 or DS3) dedicated to e.spire.

8.3.1.3 When Dedicated Transport is provided as a system it shall include:

8.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

8.3.1.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

8.3.2 Unbundled Local Channel

8.3.2.1 The Unbundled Local Channel is the dedicated transmission path between e.spire's Point of Presence and the BellSouth Serving Wire Center.

8.3.2.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in this Attachment. For those states that do not contain rates in this Attachment for DS1 and DS3 switched Local Channels, the rates in the

applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates.

- 8.3.2.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1 and DS3 levels at rates as set forth in Exhibit C to this Attachment.

8.3.3 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

- 8.3.3.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS0, DS1, DS3) shall be dedicated to entire designated traffic.

- 8.3.3.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

- 8.3.3.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

- 8.3.3.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

- 8.3.3.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

- 8.3.3.5.1 DS0 Equivalent;

- 8.3.3.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);

- 8.3.3.5.3 DS3 where applicable (M13 multiplexer shall be provided);

- 8.3.3.5.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

- 8.3.3.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by e.spire.
- 8.3.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:
 - 8.3.4.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
 - 8.3.4.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 8.3.4.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
 - 8.3.4.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
 - 8.3.4.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
 - 8.3.4.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
 - 8.3.4.1.6 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
 - 8.3.4.1.7 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
 - 8.3.4.1.8 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
 - 8.3.4.1.9 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
 - 8.3.4.1.10 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
 - 8.3.4.1.11 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;
- 8.4 **IOT Intervals** [e.spire wishes to insert prescribed minimum intervals for provisioning IOT UNE orders.]

9. [Reserved]

9.1 [Reserved]

9.2 [Reserved]

10. Operator Systems

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in this Attachment.

10.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

10.2 Operator Service

10.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

10.2.2 Requirements

10.2.2.1 When e.spire requests BellSouth to provide Operator Services, the following requirements apply:

10.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

10.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.2.2.1.3 BellSouth shall complete calls that are billed to e.spire end user's calling card that can be validated by BellSouth.

10.2.2.1.4 BellSouth shall complete person-to-person calls.

10.2.2.1.5 BellSouth shall complete collect calls.

10.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

- 10.2.2.1.7 BellSouth shall complete station-to-station calls.
- 10.2.2.1.8 BellSouth shall process emergency calls.
- 10.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 10.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
- 10.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 10.2.2.2 BellSouth shall adhere to equal access requirements, providing e.spire local end users the same IXC access as provided to BellSouth end users.
- 10.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to e.spire that BellSouth provides for its own operator service.
- 10.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by e.spire.
- 10.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to e.spire in accordance with CLECODUF standards specified in Attachment 7.

10.2.3 Interface Requirements

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of e.spire, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

10.3 Directory Assistance Service

10.3.1 Definition

Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

10.3.2 Requirements

- 10.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by e.spire's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its

end users. If not available, e.spire may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

10.3.2.2 Directory Assistance Service Updates

10.3.2.2.1 BellSouth shall update end user listings changes daily. These changes include:

10.3.2.2.1.1 New end user connections: BellSouth will provide service to e.spire that is equal to the service it provides to itself and its end users;

10.3.2.2.1.2 End user disconnections: BellSouth will provide service to e.spire that is equal to the service it provides to itself and its end users; and

10.3.2.2.1.3 End user address changes: BellSouth will provide service to e.spire that is equal to the service it provides to itself and its end users;

10.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.4 Branding for Operator Call Processing and Directory Assistance

10.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to e.spire end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows e.spire to have its calls custom branded with e.spire name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

10.4.2 BellSouth offers four service levels of branding to e.spire when ordering Directory Assistance and/or Operator Call Processing.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranded

10.4.2.3 Service Level 3 - Custom Branding

10.4.2.4 Service Level 4 - Self Branding (applicable only to e.spire for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

10.4.3 For Resellers and Use with an Unbundled Port

10.4.3.1 BellSouth Branding is the Default Service Level.

10.4.3.2 Unbranding, Custom Branding, and Self Branding require e.spire to order selective routing for each originating BellSouth end office identified by e.spire. Rates for Selective Routing are set forth in this Attachment.

- 10.4.3.3 Customer Branding and Self Branding require e.spire to order dedicated trunking from each BellSouth end office identified by e.spire, to either the BellSouth Traffic Operator Position System (TOPS) or e.spire Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by e.spire to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.4 For Facilities Based Carriers
 - 10.4.4.1 All Service Levels require e.spire to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 10.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which e.spire requires service

Directory Assistance customized branding uses:

- the recording of the name;
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name;
- the front-end loading of the DRAM in the TOPS Switch;
- the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

- 10.4.4.3 BellSouth will provide to e.spire purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. e.spire end users may use the same dialing arrangements as BellSouth end users, but obtain a e.spire branded service.

10.5 Directory Assistance Database Service (DADS)

- 10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to e.spire end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator

assisted and Electronic Directory Assistance (Data System assisted)). e.spire agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, e.spire agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, e.spire authorizes the inclusion of e.spire Subscriber listings in the BellSouth Directory Assistance products.

- 10.5.2 BellSouth shall provide e.spire initially with a base file of subscriber listings which reflect all listing change activity occurring since e.spire's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by e.spire and BellSouth. e.spire agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to e.spire on a Business, Residence, or combined Business and Residence basis. e.spire agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after e.spire receives the Base File.
- 10.5.4 BellSouth is authorized to include e.spire Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of e.spire Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to e.spire.
- 10.5.5 Rates for DADS are as set forth in this Attachment.

10.6 Direct Access to Directory Assistance Service

- 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide e.spire's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow e.spire to utilize its own switch, operator workstations and optional audio subsystems.
- 10.6.2 BellSouth will provide DADAS from its DA location. e.spire will access the DADAS system via a telephone company provided point of availability. e.spire has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

- 10.6.3 A specified interface to each e.spire subsystem will be provided by BellSouth. Interconnection between e.spire system and a specified BellSouth location will be pursuant to the use of e.spire owned or e.spire leased facilities and shall be appropriate sized based upon the volume of queries being generated by e.spire.
- 10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
- 10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification
- 10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification
- 10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification
- 10.6.5 Rates for DADAS are as set forth in this Attachment.

11. Signaling

BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

11.1 Definition of Signaling Link Transport

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

11.2 Technical Requirements

- 11.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 11.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

- 11.2.2.1 As an “A-link” which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and
- 11.2.2.2 As a “B-link” which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).
- 11.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:
 - 11.2.3.1 An A-link layer shall consist of two links.
 - 11.2.3.2 A B-link layer shall consist of four links.
- 11.2.4 A signaling link layer shall satisfy a performance objective such that:
 - 11.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
 - 11.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 11.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 11.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 11.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 11.3 Interface Requirements
 - 11.3.1 There shall be a DS1 (1.544 Mbps) interface at the e.spire-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 12. Signaling Transfer Points (STPs)
 - 12.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches
 - 12.2 Technical Requirements
 - 12.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 12.2.1.1 BellSouth Local Switching or Tandem Switching;

- 12.2.1.2 BellSouth Service Control Points/DataBases;
- 12.2.1.3 Third-party local or tandem switching;
- 12.2.1.4 Third-party-provided STPs.
- 12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 12.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an e.spire local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between e.spire local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 12.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:
 - 12.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,
 - 12.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and
 - 12.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.
- 12.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a e.spire or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a e.spire database, then e.spire agrees to provide BellSouth with the Destination Point Code for the e.spire database.

- 12.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
- 12.2.6.1 MTP Routing Verification Test (MRVT) and
- 12.2.6.2 SCCP Routing Verification Test (SRVT).
- 12.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an e.spire or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by e.spire and BellSouth.
- 12.2.8 STPs shall be on parity with BellSouth.
- 12.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 12.2.9.1 When technically feasible and upon request by e.spire, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the e.spire SS7 network to exchange TCAP queries and responses with an e.spire SCP.
- 12.2.9.2 SS7 AIN Access shall provide e.spire SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and e.spire SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the e.spire SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.
- 12.3 Interface Requirements
- 12.3.1 BellSouth shall provide the following STPs options to connect e.spire or e.spire-designated local switching systems or STPs to BellSouth SS7 network:
- 12.3.1.1 An A-link interface from e.spire local switching systems; and,
- 12.3.1.2 A B-link interface from e.spire local STPs.

- 12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 12.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting e.spire local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and e.spire will work jointly to establish mutually acceptable SPOIs.
- 12.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and e.spire will work jointly to establish mutually acceptable SPOIs.
- 12.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
- 12.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 12.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 12.3.6 Message Screening
- 12.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from e.spire local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the e.spire switching system has a legitimate signaling relation.
- 12.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from e.spire local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the e.spire switching system has a legitimate signaling relation.
- 12.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from e.spire from any signaling point or network interconnected through BellSouth's SS7 network where the e.spire SCP has a legitimate signaling relation.
- 12.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

- 12.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
- 12.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 12.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 12.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 12.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 12.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 12.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
- 12.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 13. **Service Control Points/DataBases**
- 13.1 **Definition**
- 13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 13.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

13.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to e.spire in accordance with the following requirements.

13.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

13.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

13.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

13.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for e.spire customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

13.2.6 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

13.2.7 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199);

13.2.8 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);

13.2.9 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);

13.2.10 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);

- 13.2.11 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);
- 13.2.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and
- 13.2.13 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).
- 13.2.14 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.
- 13.2.15 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide e.spire the capability that will allow e.spire and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
- 13.2.16 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to e.spire. Scheduling procedures shall provide e.spire equivalent priority to these resources
- 13.2.17 BellSouth SCP shall partition and protect e.spire service logic and data from unauthorized access, execution or other types of compromise.
- 13.2.18 When e.spire selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable e.spire to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 13.2.19 When e.spire selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. e.spire access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.2.20 When e.spire selects SCE/SMS AIN Access, BellSouth shall allow e.spire to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).
- 13.3 Local Number Portability Database
- 13.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

13.4 Line Information Database (LIDB)

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

13.4.1 Definition

~~The Line Information Database (LIDB) is a transaction-oriented database accessible~~ through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

13.4.2 Technical Requirements

BellSouth will offer to e.spire any additional capabilities that are developed for LIDB during the life of this Agreement.

- 13.4.2.1 BellSouth shall process e.spire's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to e.spire what additional functions (if any) are performed by LIDB in the BellSouth network.
- 13.4.2.2 Within two (2) weeks after a request by e.spire, BellSouth shall provide e.spire with a list of the customer data items which e.spire would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 13.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 13.4.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

- 13.4.2.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 13.4.2.6 All additions, updates and deletions of e.spire data to the LIDB shall be solely at the direction of e.spire. Such direction from e.spire will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 13.4.2.7 BellSouth shall provide priority updates to LIDB for e.spire data upon e.spire's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 13.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of e.spire customer records will be missing from LIDB, as measured by e.spire audits. BellSouth will audit e.spire records in LIDB against DBAS to identify record mismatches and provide this data to a designated e.spire contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to e.spire within one business day of audit. Once reconciled records are received back from e.spire, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact e.spire to negotiate a time frame for the updates, not to exceed three business days.
- 13.4.2.9 BellSouth shall perform backup and recovery of all of e.spire's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 13.4.2.10 BellSouth shall provide e.spire with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between e.spire and BellSouth.
- 13.4.2.11 BellSouth shall prevent any access to or use of e.spire data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by e.spire in writing.
- 13.4.2.12 BellSouth shall provide e.spire performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by e.spire at least at parity with BellSouth Customer Data. BellSouth shall obtain from e.spire the screening information associated with LIDB Data Screening of e.spire data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening

capabilities. When such capability is available, BellSouth shall offer it to e.spire under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .

- 13.4.2.13 BellSouth shall accept queries to LIDB associated with e.spire customer records, and shall return responses in accordance with industry standards.
- 13.4.2.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 13.4.2.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

13.4.3 Interface Requirements

BellSouth shall offer LIDB in accordance with the requirements of this subsection.

- 13.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 13.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.
- 13.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

13.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

13.5.1 Technical Requirements

- 13.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for e.spire to query with a toll-free number and originating information.

The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

- 13.5.1.2 The SCP shall also provide, at e.spire's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

- 13.5.1.2.1 Network Management;
- 13.5.1.2.2 Customer Sample Collection; and
- 13.5.1.2.3 Service Maintenance

13.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

13.6.1 Technical Requirements

- 13.6.1.1 BellSouth shall offer e.spire a data link to the ALI/DMS database or permit e.spire to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to e.spire immediately after e.spire inputs information into the ALI/DMS database. Alternately, e.spire may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.
- 13.6.1.2 The ALI/DMS database shall contain the following end user information:
 - 13.6.1.2.1 Name;
 - 13.6.1.2.2 Address;
 - 13.6.1.2.3 Telephone number; and
 - 13.6.1.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).
- 13.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless e.spire requests otherwise and shall be updated if e.spire requests, provided e.spire supplies BellSouth with the updates.
- 13.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 13.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic

Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

13.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for e.spire end users shall meet industry standards.

- 13.7 Calling Name (CNAM) Database Service. The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. e.spire must provide to its account manager a written request with a requested activation date to activate this service. If e.spire is interested in requesting CNAM with volume and term pricing, e.spire must contact its account manager to request a separate CNAM volume and term Agreement.

14. DARK FIBER

BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment.

- 14.1.1 Dark Fiber is deployed, unlit fiber optic cable that connects two points within BellSouth's network, as described in *Section 8* above.

14.2 Requirements

- 14.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to e.spire pursuant to the prices set forth in this Attachment.
- 14.2.2 e.spire may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 14.2.3 BellSouth shall use its best efforts to provide to e.spire information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from e.spire ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").
- 14.2.4 BellSouth shall use its best efforts to make Dark Fiber available to e.spire within thirty (30) business days after it receives written confirmation from e.spire that the Dark Fiber previously deemed available by BellSouth is wanted for use by e.spire. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable e.spire to connect or splice e.spire provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

15. SS7 Network Interconnection

15.1.1 Definition

SS7 Network Interconnection is the interconnection of e.spire local Signaling Transfer Point Switches (STP) and e.spire local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), e.spire local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

15.1.2 Technical Requirements

15.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

~~15.1.2.1.1~~ ~~BellSouth local or tandem switching systems;~~

15.1.2.1.2 BellSouth DBs; and

15.1.2.1.3 Other third-party local or tandem switching systems.

15.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and e.spire or other third-party switching systems with A-link access to the BellSouth SS7 network.

If traffic is routed based on dialed or translated digits between an e.spire local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the e.spire local STPs and BellSouth or other third-party local switch.

15.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

15.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

15.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

15.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

15.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

- 15.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an e.spire local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of e.spire local STPs, and shall not include SCCP Subsystem Management of the destination.
- 15.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 15.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 15.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 15.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
- 15.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;
- 15.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and
- 15.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 15.1.3 Interface Requirements
- 15.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect e.spire or e.spire-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
- 15.1.3.1.1 A-link interface from e.spire local or tandem switching systems; and
- 15.1.3.1.2 B-link interface from e.spire STPs.
- 15.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for

interconnecting e.spire local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and e.spire will work jointly to establish mutually acceptable SPOI.

- 15.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and e.spire will work jointly to establish mutually acceptable SPOI.
- 15.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
 - 15.1.3.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 15.1.3.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
 - 15.1.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
 - 15.1.3.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 15.1.3.5 BellSouth shall set message screening parameters to block accept messages from e.spire local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the e.spire switching system has a legitimate signaling relation.
- 15.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
 - 15.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
 - 15.1.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 15.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 15.1.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

- 15.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
- 15.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
- 15.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 15.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 15.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 15.1.4.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 15.1.4.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 15.1.4.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 15.1.4.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 15.1.4.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

16. **Basic 911 and E911**

If e.spire orders network elements and other services, then e.spire is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

16.1 **Definition**

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

16.2 **Requirements**

- 16.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to e.spire a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. e.spire will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. e.spire will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, e.spire will be required to discontinue the Basic 911 procedures and begin using E911 procedures.
- 16.2.2 E911 Service Provisioning. For E911 service, e.spire will be required to install a minimum of two dedicated trunks originating from the e.spire serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. e.spire will be required to provide BellSouth daily updates to the E911 database. e.spire will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, e.spire will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. e.spire shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.
- 16.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on e.spire beyond applicable charges for BellSouth trunking arrangements.
- 16.2.4 Basic 911 and E911 functions provided to e.spire shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and e.spire to follow in providing 911/E911 services.

17. Rates

17.1 General

The prices that e.spire shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

17.2 Operations Support Systems (OSS)

BellSouth agrees to provide nondiscriminatory access in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act to operations support systems on an unbundled basis to e.spire for the provision of a telecommunications service. Operations Support System functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's databases and information. BellSouth, as part of its duty to provide access to the pre-ordering function, agrees to provide e.spire with nondiscriminatory access to the same detailed information about the loop that is available to its own retail unit.

BellSouth has developed and made available the following mechanized systems by which e.spire may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway
ROBO-TAG	Graphical User Interface to TAG

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMECH	\$3.50 SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

[e.spire believes manual charge should be lowered substantially if threshold billing plan is not revised]

Denial/Restoral OSS Charge

In the event e.spire provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

e.spire will incur an OSS charge for an accepted LSR that is later canceled by e.spire.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

Threshold Billing Plan

The Parties agree that e.spire will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1/1/2000	50%
6/30/2000	50%
1/1/2001	75%
6/30/2001	80%

In calculating the ratio, only orders for services capable of mechanized order entry shall be included in the computations.

[BellSouth proposes a threshold billing plan of 2000 (80%) and 2001 (90%)]

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

17.3 True-up

This section applies only to Tennessee.

The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.
2. The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.
3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
 - (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

EXHIBIT A

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept

various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 199__, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire Agreement between the Local Exchange Company and BST which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 199 __.

I. GENERAL

~~This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing~~
number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1.00 DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides e.spire the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 ATTACHMENT

2.01 This Attachment contains the terms and conditions where BellSouth will provide to the e.spire access to the BellSouth CNAM SCP for query or record storage purposes.

- 2.02 e.spire shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to e.spire's access to BellSouth's CNAM Database Services and shall be addressed to e.spire's Account Manager.
- 3.00 PHYSICAL CONNECTION AND COMPENSATION
- 3.01 BellSouth's provision of CNAM Database Services to e.spire requires interconnection from e.spire to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, e.spire shall provide its own CNAM SSP. e.spire's e.spire CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.03 If e.spire elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that e.spire desires to query.
- 3.04 Out-Of-Region Customers
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and writing shall, by this reference become an integral part of this Agreement.
- 4.00 CNAM RECORD INITIAL LOAD AND UPDATES
- 4.01 The mechanism to be used by e.spire for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by e.spire in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of e.spire to provide accurate information to BellSouth on a current basis.

- 4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.03 e.spire CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.